

**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

Parties to note that this Contract was procured under the Public Contracts Regulations 2015.

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 14th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

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

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – Supplier's Call-Off Tender; and
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

Section A

General information

Contract Details

Contract Reference:	Con_24824
Contract Title:	EUC Platform and Legacy Services
Contract Description:	Delivery of end user computing services, including: (i) transition from incumbent services; (ii) identity and access management (including legacy active directories); (iii) technical infrastructure; and (iv) management of legacy applications.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£58,492,845
Estimated Year 1 Charges:	£9,880,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	22 nd May 2025

Buyer details

Buyer organisation name

The Secretary of State for Justice acting as part of the Crown

Billing address

Your organisation's billing address - please ensure you include a postcode
102 Petty France, London SW1H 9AJ

Buyer representative name

The name of your point of contact for this Order
REDACTED

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

REDACTED
REDACTED

Buyer Project Reference

Please provide the customer project reference number.

Prj_5722

Supplier details**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement

Atos IT Services UK Ltd

Supplier address

Supplier's registered address

2nd Floor, Mid City Place, 71 High Holborn, London, United Kingdom, WC1V 6EA

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

REDACTED

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

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

9000951946.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Atos SE (a company incorporated under the laws of France)

Guarantor Company Number

Guarantor's registered company number

323 623 603 at Pontoise Trade Registry

Guarantor Registered Address

Guarantor's registered address

River Ouest, 80 quai Voltaire – 95877 Bezons, France

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|--|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: | End User Services <input type="checkbox"/> |
| b: | Operational Management <input checked="" type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Management | Application and Data <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months
48 months

Extension Period (Optional) Months
12 months

Minimum Notice Period for exercise of Termination Without Cause 90 calendar days

Insert right (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Services shall be delivered to multiple sites within the United Kingdom including Courts and prisons, which are further detailed in Annex D of the Services Specification.

Supplier Premises:

Services shall be delivered from multiple sites principally:

- 3300 Solihull Parkway, Birmingham Business Park, Birmingham, B37 7YQ
- The Cofton Centre Longbridge Technology Park, Birmingham B31 4PT
- Midcity Place, 71 High Holborn, London WC1V 6EA

Third Party Premises:

- Tialis Essential IT (Onsite services, storage and logistics), Crossways Business Park, Unit 2 Quadrant Ct, Dartford, Greenhithe DA9 9AY
- NSC Global - Onsite services (Network equipment hardware maintenance), First Floor, Blue Fin Building, 110 Southwark St, London SE1 0SU
- Tier1 (IT hardware recycling), 1-3 Baltic Wharf, Station Road, Maldon, Essex, CM9 4LQ
- Genius Within (Disability inclusion training), The Lewes Stand, Plumpton Racecourse, Plumpton Green, Lewes, East Sussex, England, BN7 3AL
- ANTZ UK (Mentoring programme), Peter House, Spaces, Oxford St, Manchester M1 5AN
- WithYouWithMe (Inclusive Recruitment), 10 John Street, London WC1N 2EB
- Next Tech Girls (Work Experience Programme), 6th Floor Kings House, 9-10 Haymarket, London, United Kingdom, SW1Y 4B

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

REDACTED

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Those Standards listed in Annex C of the Services Specification.

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Ministry of Justice Security policy which can be found at: <https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Ministry of Justice Digital Strategy which can be found at:

<https://www.gov.uk/government/publications/ministry-of-justice-digital-strategy-2025>

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the L1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - £10,000,000 (ten million pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period. But £10,000,000 (ten million pounds) for any one occurrence and in the annual aggregate in respect of products and pollution liability (to the extent insured by the policy). The Third Party Public Liability Insurance to contain a data protection legislation clause.

Professional Indemnity Insurance (£) - £10,000,000 (ten million pounds) for any one occurrence and in the annual aggregate.

The Supplier shall upon the Commencement Date and within fifteen (15) Working Days after the renewal of each of the insurances listed above, provide evidence, in a form satisfactory to the Buyer, that the insurances are in force and effect and meet in full the requirements of this Contract. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Contract.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

See Schedule S13 (Buyer Responsibilities)

Goods

Guidance Note: list any Goods and their prices.

No Goods are purchased at the Commencement Date. With the exception of parts procured as part of the break-fix services described at 05.09 "level 1" requirements in Annex A of the Services Specification, if the Supplier is required to procure replacement devices for the Buyer, the prices for such replacement devices shall be agreed in accordance with the Change Control Procedure.

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £10,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £15,000.



Section C

Part A - Additional and Alternative Buyer Terms

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

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input checked="" type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>
S10: Service Requests and Projects	<input checked="" type="checkbox"/>
S11: Service Recipients	<input checked="" type="checkbox"/>
S12: Corporate Social Responsibility	<input checked="" type="checkbox"/>
S13: Buyer Responsibilities	<input checked="" type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

REDACTED

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D3 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Any relevant fund within the LGPS: see Annex D3.

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

Section D

Supplier Response

The Supplier's Call-Off Tender is set out at Attachment 11. REDACTED

Commercially Sensitive information

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

All details and information relating to Charges and the Charging & Invoicing process. Contract Period + 5 years.

Any and all financial reports and open book data provided under the Call Off Contract (including under any audit rights) and reports, materials and data relating to the same.

Commercially sensitive service performance related material, including but not limited to: Contract Period + 5 years.

- a) Material disclosed in relation to audits
- b) Rectification plans and material related to the conduct and/or outcome of such plans
- c) Results of benchmarking

Details and documentation relating to the Supplier's IPR, methodology and tools used in the Supplier Solution (including relevant proprietary software) and/or relating to the Contractor's strategy, technical detail and approach associated with delivering the Services Contract Period + 5 years

Information and documents provided relating to the Supplier's insurance coverage and financial position Contract Period + 5 years

Any document or section of a document containing pricing and invoicing information, including but not limited to: Contract Period + 5 years

- a) Variation Forms, Variations and other change control documentation

- b) Impact Assessments

- c) Estimates, evaluation reports and proposals

Any and all details of the Supplier Personnel (including Key Personnel) Indefinite

Section DD

Specific Amendments

The clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 have been updated by the Buyer to align with its requirements under this Contract. The clauses and schedules, as amended, are set out at Annex 1 to this Order Form.



The amendments made to the clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 by the Buyer do not substantially depart from the terms of the Framework.

Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	22 nd May 2025

For and on behalf of the Buyer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	22 nd May 2025



Attachment 1 – Services Specification

An Invitation to Tender for Further Competition: Technology Services 3 (RM6100)

Statement of Requirements

Ministry of Justice (MoJ) End User Computing, Platforms, and Legacy
Services

Version Control

Version	Date	Reason
V1	23/02/2023	ITT release
V2	05/07/2023	Update as part of the Buyer's descoping activity and relaunch of the Further Competition
V3	30/04/2025	Updated for contract finalisation

1 Definitions

1.1. Please refer to Schedule 1 (Definitions) for definitions of terms used within this Statement of Requirements.

2 Introduction

2.1. This Statement of Requirements details the Services to be provided by the Supplier to the Buyer.

2.2. The structure of this document is as follows:

2.2.1. Section 3 describes, at a summary level, the scope of the Services;

2.2.2. Section 4 describes the Buyer's objectives for the Supplier requirements and the Buyer's strategic themes;

2.2.3. Section 5 describes the structure, function and purpose of the requirements, the significance of each of the levels in the requirements and the purpose of the columns in the requirements tables in Annex A to this Statement of Requirements;

2.2.4. Sections 6 – 12 set out the Buyer landscape that needs to underpin the solution set out in the Supplier's Call Off Tender to deliver the obligations set out in Annex A; and

2.2.5. Annexes to this Statement of Requirements are as follows:

Reference	Document Title	Description
Annex A	Requirements	This document sets out the requirements and Services to be delivered by the Supplier under this Contract.
Annex B	Legacy Application List	Redacted
Annex C	Standards Compliance Requirement	A list of the Standards with which the Supplier shall comply throughout the Contract Period.
Annex D	Buyer Devices	Redacted

3 Summary of Scope

3.1. The Supplier shall be responsible for the provision, management and support of Services which principally include:

- 3.1.1.Identity and Access Management. Including user access (and privilege access management); active directory; public key infrastructure, allowing authorisation of End Users to access services
- 3.1.2.Technical Infrastructure. Including support of live and non-live environments; centralised platform services; distributed platform services; storage backup and recovery; data centre services; break/fix services, server based print services; and facsimile services
- 3.1.3.Service Management functions that support the delivery and monitoring of the Services
- 3.1.4.Information Security Management that will support confidentiality, availability and integrity of the Services
- 3.1.5.Support to Legacy Applications infrastructure, including Digital Audio Recording infrastructure management.

4 Objectives

- 4.1. The Ministry of Justice (the 'Buyer') is a major government department that works to protect and advance the principles of justice, with a vision to deliver a world-class justice system that works for everyone in society. Each year millions¹ of people use the Buyer's services across the UK, whether in person at one of 1,000+ sites, online or through one of its 34 supporting agencies and public bodies.
- 4.2. The Services underpin the business, procedural and operational processes associated through provision of user-facing technology. It is vital that these services are provided without interruption and at a high quality to ensure the seamless, flexible, and secure delivery of Buyer functions by End Users across a range of business areas.
- 4.3. The Buyer has developed a number of objectives, which are at the core of the scope of the Services.
- Align with wider Buyer business and technology strategies
 - Shape and future proof the Buyer's technology infrastructure and services
 - Maintain business continuity for the End Users
 - Create flexibility to suit the changing needs of the End Users

¹ In [About us - Ministry of Justice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/about-us)

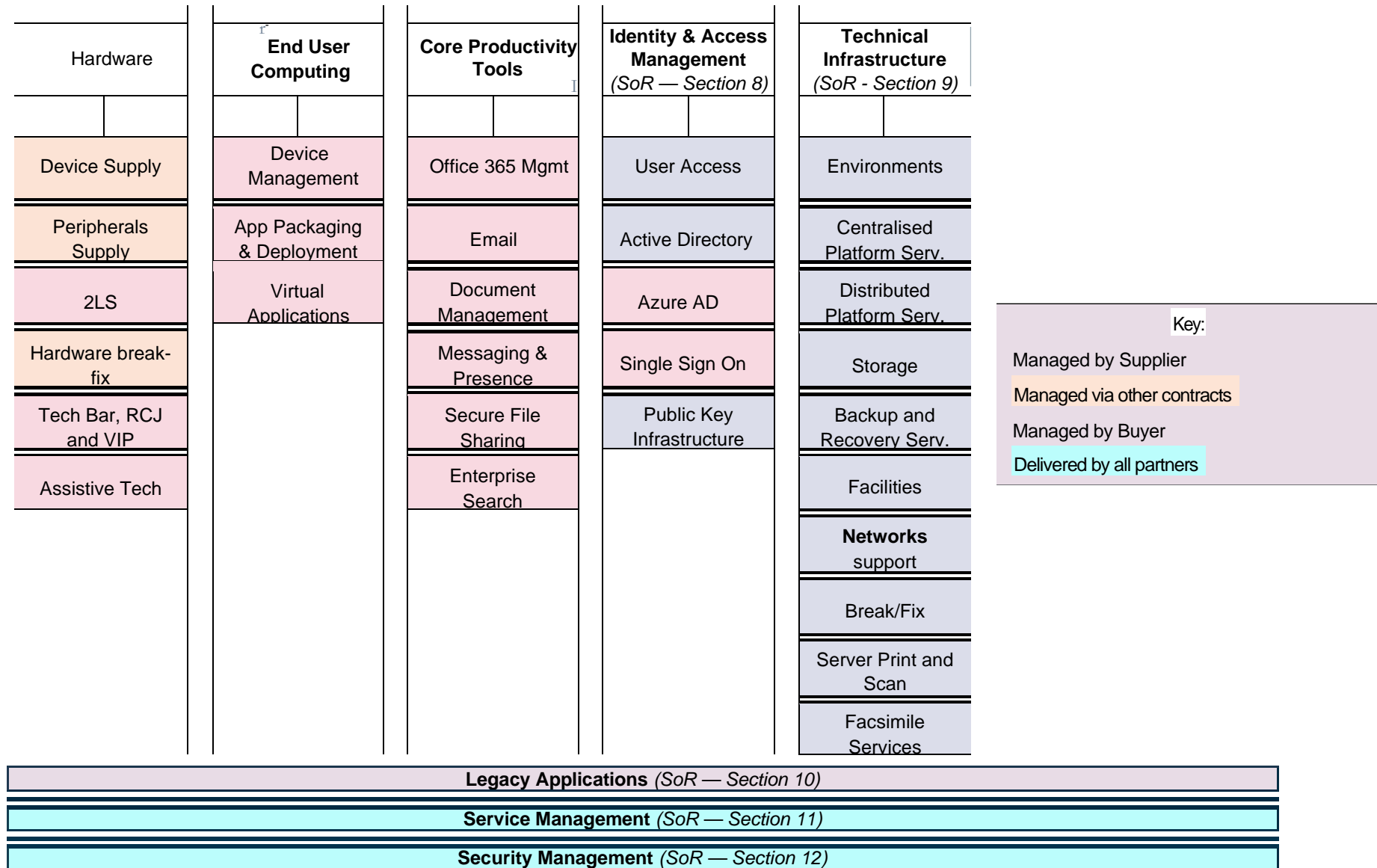
4.4. The Buyer, as of June 2023, provides end user computing services (including device management, application packaging and deployment, directly attached printers and scanners, virtual applications) to circa 108,000 users. These services are provided via two distinct mechanisms; (i) to circa 48,000 users, via the Preceding Services; (ii) via a Buyer provided service (Ministry of Justice Official, known as 'MoJO') to circa 60,000 users. The Buyer has the strategic objective of delivering a single technology ecosystem (MoJO) to all users, whilst ensuring the continuation of critical end user computing services used by all Buyer End Users.

This strategic objective is expected to be achieved by the Commencement Date. As such, end user computing is out of scope of the Services.

4.5. The Preceding Services were historically supplied by a single supplier. The Buyer is in the process of disaggregating these services to be delivered via a combination of external and inhouse (Buyer) providers, as shown in *Figure 1*. These designations may vary during the Contract Period as a result of Future Projects, as outlined in Annex A to the Invitation to Tenderers. The Services to be supplied under this Contract are shown as 'Managed by Supplier'.

Statement of Requirements

Figure 1: Capability Model



4.6. The principles which have shaped the requirements for these Services are:

4.6.1. Best Practice: Adherence to NCSC guidance, MoJ Cyber and Technical Security Guidance, GDS Standards and Technology Code of Practice.

4.6.2. End User Focus: Putting user experience at the forefront of technology decision making and designs. An Evergreen design, creating principles for the long term but allowing for flexibility to respond as new requirements arise.

4.6.3. Cloud First: Adopt a cloud first approach and reduce on-premises footprint where possible.

4.6.4. Leverage M365: Leverage Microsoft 365 investments, including adopting new tools rolled out by Microsoft subject to already initiated Buyer projects and following Microsoft Evergreen roadmap (Intune, modern authentication, etc.).

4.6.5. Automation: Converge EUC technology. Automation included by design. Monitoring of service health included by design, targeting pre-emptive identification, diagnosis and fix of services.

5 Structure of Requirements

5.1. The Supplier requirements in Annex A are described in terms of a number of Levels specified at Level 0, 1, and 2.

5.2. Level 0 refers to the highest level of category – e.g. Technical Instructure. Level 1 are process or function requirement headings of Services to be provided e.g. Centralised Platforms. Level 2 are the required obligations for each Level 0 (category) and Level 1 (subcategory);

5.3. All Level 2 obligations set out in the tables contain a unique reference number.

5.4. The Supplier shall perform all obligations set at Level 2, in consideration of the additional information provided in this Statement of Requirements.

6 General Principles

6.1.1 The Level 2 requirements for General Principles are listed in Annex A Level 0 ref: 00.

6.1.2 The Supplier shall adhere to Buyer defined principles for documentation management and open standards. **7**

NOT USED

8 Identity and Access Management (IDAM) Overview

8.1.1 The Level 2 requirements for Identity and Access Management are listed in Annex A Level 0 ref: 04 8.1.2

The Supplier shall provide an identity and access management service for End Users.

8.1.3 The Supplier shall, using the Buyer ITSM Toolset, deliver to the End User related Catalogue Items, as requested by the End User.

8.1.4 Identity and Access Management includes the items in paragraph 8.2 to 8.4.

8.1.5 Delivery of multi factor authentication (MFA) and single sign on (SSO) are out of scope of the Services.

8.2 User access

8.2.1 The Level 2 requirements for user access are listed in Annex A Level 1 ref: 04.01.

8.2.2 User access includes the management of the Master Directory that provides a centralised, consistent view of all user identities, and maintenance of the user lifecycle process through the management of all identities on the estate (the joiner, mover, leaver process).

8.2.3 For elevated privilege access, a privilege access management (PAM) system is to be implemented and maintained by the Supplier as part of the Services. The Buyer has not implemented a PAM tool or solution for the in-scope environment(s). The Supplier is required to manage PAM activities as part of the wider IDAM service.

8.2.4 There is no integration between the Buyer HR system and Active Directory. Changes are initiated via Service Request.

8.3 Active Directory Domain Services (ADDS)

8.3.1 The Level 2 requirements for Active directory domain services are listed in Annex A Level 1 ref: 04.02.

8.3.2 The Active Directory Domain Services (ADDS) include the management of several ADDS environments to support the master directory, and several legacy ADDSs that enable Legacy Applications.

8.3.3 The Master Directory service is split into two key components; ADDS Directory on-premise and Azure AD. The Supplier shall manage the ADDS hosted on-premise, whilst Azure AD shall be managed by the Buyer.

8.3.4 The Supplier shall maintain, support and synchronise directory data, which includes managing the master directory and infrastructure directories. The Supplier is responsible for the synchronisation of objects to Azure AD. The Supplier shall work with the Buyer to ensure Active Directory replication from on-premise domain controller(s) to IaaS domain controllers.

8.3.5 In addition to the Master Directory, the Supplier shall manage two separate domains: Local Objects for County Court System (LOCCS) and Lord Chancellors Domain (LCD) which are used for infrastructure and legacy application management. These domains are not synchronised with Azure AD.

8.3.6 Further details on the underlying infrastructure to support directory services can be found in 'Technical Infrastructure Services'.

8.4 Public Key Infrastructure (PKI)

8.4.1 The Level 2 requirements for Public Key Infrastructure are listed in Annex A Level 1 ref: 04.03.

8.4.2 Public Key Infrastructure includes the management of a service that creates, manages, distributes, stores validates and revokes digital certificates.

8.4.3 The Supplier shall support and manage an existing internal PKI service which is hosted on-premises in the Buyer data centres. Management of external certificates is delivered by an Other Supplier.

8.4.4 The internal PKI service is Active Directory integrated and Windows server based. Data is held in a number of formats across the EUC storage architecture. The solution uses commercial off-the-shelf software, which results in no requirement for custom data modelling. It addresses support for any of the following applications and services:

- Secured HTTPS traffic for web-based applications
- Code signing and time stamping
- Microsoft System Centre Configuration Manager
- Internet Protocol security (IPsec) protected network traffic
- Smart cards
- Wireless local area networks (WLANs)
- Virtual private networks (VPNs)
- Secure/Multipurpose Internet Mail Extensions (S/MIME)
- Mutual authentication of Exchange server components
- Device enrolment
- User authentication
- Cross-certification data architecture

8.4.5 As of June 2023, the certificate management solution currently used by the Buyer is Active Directory Certificate Service. 8.4.6 Further details on the underlying infrastructure can be found in 'Technical Infrastructure Services' (see section 9, below). The following hardware security modules are used; two Thales nShield Edge devices – one for Live and one for the Non-Live Environment.

8.4.7 *Table 1* sets out the volume of certificates issued in all certificate authorities (CA), to be managed by the Supplier.

Table 1: Volume of certificates issued in all certificate authorities (CA). Volume accurate as of May 2023; volume may decrease prior to Commencement Date

Redacted

9 Technical Infrastructure Services

9.1 Overview

- 9.1.1 A full list of the Buyer Devices to be managed by the Supplier is provided in Annex D. **Note requirement 08.02.11 that Annex D will become the Service Device Register. All further references to Annex D in this document should be read in this context.**
- 9.1.2 The Level 2 requirements for Technical Infrastructure are listed in Annex A Level 0 ref: 05.
- 9.1.3 The Supplier shall take on and manage the existing underlying infrastructure to provide the Services. This involves infrastructure hosted in the two Buyer data centres (in Farnborough and Corsham) and across distributed sites.
- 9.1.4 *Figure 2* provides a high-level illustration of the current environment, however this may change prior to the Commencement Date due to In-flight projects e.g. Secure Web Proxy decommissioning and storage upgrades.

Figure 2: Buyer estate – network topology

Redacted

- 9.1.5 This service shall include the items in paragraph 9.2 to 9.7.

9.2 Environments

- 9.2.1 The Level 2 requirements for Environments are listed in Annex A Level 1 ref: 05.01.
- 9.2.2 Environments include the management of Live Environments and Non-Live Environments to deliver the Services.
- 9.2.3 Made up of two on-premise Live Environments: Dell blades running Hyper-V and ESXi hosts used to manage network Devices. These are resilient across the two data centres and highly available as shown in *Figure 2*. There is an additional Live Environment running out of one data centre hosting Legacy Applications and servers.
- 9.2.4 Non-Live Environments exist for all Live Environments and services. They consist of scaled down replicas of the Live Environments.
- 9.2.5 The Supplier shall be required to manage physical and logical environments, including:

- Hypervisor platforms
- Network services
- Server infrastructure and builds
- Patch management – the Buyer utilises Windows Server Update Services (WSUS)
- Enterprise search – in the capacity of supporting freedom of information requests only
- Maintenance of server anti-virus and malware using protection software and appliances

9.2.6 Citrix Environment: **Redacted**

9.2.7 The Supplier will be responsible for the logical and physical decommissioning of Physical Devices at the request of the Buyer.

9.3 Centralised Platform Services

9.3.1 The Level 2 requirements for Centralised Platform Services are listed in Annex A Level 1 ref: 05.02.

9.3.2 Centralised Platform Services includes the management of the System Software and Devices required to host Services in the Buyer data centres.

9.3.3 The Supplier shall manage pods in each of the data centres, including the outer enclave. The Other Supplier responsible for data centre services shall provide Intelligent Hands to the Supplier to assist with installs, patching and moves. The data centre hardware is owned by the Buyer.

9.3.4 The Supplier will be required to support the following technical components used to run the Services:

9.3.4.1 Active Directory.

9.3.4.2 AAD Connect: Azure AD Connect allows for quick connection at an on-premise estate to Azure AD and Office 365.

The Supplier shall use this for syncing the domain to the [Justice.gov](https://justice.gov) online Azure AD estate.

9.3.4.3 Configuration management: The Buyer uses configuration manager to package and deploy server builds and server applications to the Buyer System. The Supplier shall continue to manage the Buyer's configuration management system, including the environment and server gold builds. The Supplier will be expected to engage in the application and asset management governance processes, such as providing inventory updates to the Buyer from the configuration manager and other sources. The Buyer currently uses System Center Configuration Manager (SCCM) to deliver this functionality. Although SCCM will be available to the Supplier, the Buyer invites the Supplier to propose alternative tools to provide equivalent or better functionality, with approval from the Buyer.

9.3.4.4 Operations and infrastructure management: the Supplier shall be responsible for operations and infrastructure management across the Buyer's estate. This includes the health monitoring of servers, hypervisors and associated operating systems and databases across the Buyer's environment. The Buyer currently uses System Center Operations Manager (SCOM) to monitor infrastructure and System Center - Orchestrator (SCORCH) for organizing and automating tasks with custom

scripts. Examples of automated tasks include: the technical provisioning of users as part of the Buyer's joiners, movers and leavers (JML) process, and create remove update delete (CRUD) tasks. Although SCOM and SCORCH will be available to the Supplier, the Buyer invites the Supplier to propose alternative tools to provide equivalent or better functionality, with approval from the Buyer.

9.3.4.5 Database management: The Supplier shall be responsible for the maintenance of databases across the Buyer Centralised platforms.

9.3.4.6 Citrix Xen App: Support for Citrix XenApp infrastructure (for the purposes of End Users accessing the ViSOR application).

9.3.4.7 On-premise email infrastructure: The Buyer has an Exchange 2013 Hybrid Management server (in both Live and Non-Live Environments) in the data centres.

9.3.4.8 Server Message Block (SMB) File Servers: The Buyer's ambition is to migrate shared file data to SharePoint, however there are no current plans to undertake this activity. The Supplier shall maintain the current shared storage environment. This includes ongoing monitoring of the service, ensuring availability to both users and business applications and capacity management. The Supplier shall be responsible for the configuration and service requests, for example: access requests, new file share requests and permissions management.

9.3.4.9 Public Key Infrastructure (PKI).

9.3.4.10

9.3.4.11 Dynamic IP Address allocation (DHCP): The Supplier shall co-ordinate and collaborate with Other Supplier(s) to deliver IP address allocation (DHCP) service including address scopes and configurations to be applied to Physical Devices and Virtual Devices.

9.4 Distributed Platform Services

9.4.1 The Level 2 requirements for Distributed Platform Services are listed in Annex A Level 1 ref: 05.03.

9.4.2 Distributed Platform Services includes the management of the System Software and Devices required to host the Services and business applications in the Local Server Rooms and mobile courts. The Supplier shall be responsible for the management and maintenance of Buyer owned hardware at distributed sites including management of server builds, patching, maintenance of server anti-virus and malware protection software and appliances.

9.4.3 The Distributed Platform Servers sites are spread across a number of geographic sites on the Buyer WAN. Each Buyer site is categorised based upon the number of users therein, ranging from small to extra-large sites. Distributed components of business applications are hosted in the distributed sites, as depicted in *Figure 3* below. Due to specific application requirements, some business application servers will have differing patching / update requirements, which will be agreed on a per-application basis during Implementation.

Figure 3: Services provided at distributed sites

Redacted

9.5 Storage Back-up and Recovery

9.5.1 The Level 2 requirements for Storage, Back-Up and Recovery are listed in Annex A Level 1 ref: 05.04 and 05.05.

9.5.2 Storage, backup and recovery includes the management of storage for file and block storage for the provision of the Services

9.5.3 The Supplier shall provide management and monitoring of the Buyer's storage Devices. Storage Devices include switches, storage arrays and back up equipment (see Annex D for details).

9.5.4 The Supplier is responsible for the backup and recovery services to ensure the integrity and availability of data, including providing a backup and recovery service for databases. Database servers can be identified in Annex D by the 'Device Name' column.

9.5.5 Centralised platforms block storage is hosted on EMC devices and provides server storage for physical and virtualised environments.

9.5.6 Most distributed servers have local storage, however, there are also storage arrays for backup of specific applications running in two distributed sites.

9.5.7 The only storage arrays outside the data centres are the OPG storage arrays in Victoria Square House in Birmingham and 102 Petty France in London. They are backed up by a standalone legacy instance of Symantec NetBackup which is based on the same sites and is due for replacement before the Commencement date. Personal user unstructured data storage is provided via OneDrive for Business. This is not in scope of these requirements and is managed by the Buyer.

9.5.8 Backup and Recovery: Backup and recovery services shall be provided by the Supplier. Data recovery should be performed at the Buyer's request. EMC Legato (and other recovery tools such as Azure snapshots) are used to support this activity.

9.6 Facilities

9.6.1 The Level 2 requirements related to Facilities are listed in Annex A Level 1 ref: 05.07.

9.6.2 Facilities includes the management of other devices in the data centre and Local Server Rooms to ensure access to the Services. This includes management of LAN devices, switches, routers, global and local traffic managers, firewalls (Next Generation firewalls, using layer 4 firewall functionality as a minimum) and VPN gateways.

9.6.3 The Supplier shall be responsible for the installation of the Buyer's equipment and provision of power cables to the rack space in the Buyer's data centres.

- 9.6.4 The following components are out of scope: ○
Load balancers support the web proxy ○
Forcepoint Proxy ○ Firewalls supporting
RAS

9.7 Network Support Services

9.7.1 The Level 2 requirements related to Networks Support Services are listed in Annex A Level 1 ref: 05.08.

9.7.2 Networks Support includes:

- 9.7.2.1 IP Address Management: the process and technology involved in defining IP schemas, allocating IP addresses to devices on a dynamic / reserved / fixed basis (e.g. through the implementation of Dynamic Host Configuration Protocol services), and ensuring that unused addresses are available to be used by other devices;
- 9.7.2.2 Master Time Reference: often required for transaction/replication services, time services provide access to a trusted time source to synchronise the various components of the End-to-End Services;
- 9.7.2.3 Domain Naming Service (DNS): translates queries for domain names into IP addresses for the purpose of locating computer services and devices. The capability to update the internal DNS services is currently performed by Active Directory, which will be available to the Supplier. Only the internal DNS service is in scope of the Services .
- 9.7.2.4 Network Optimisation: provides a number of sub-services (including traffic marking) which allows the business to prioritise network traffic to fulfil business need e.g. Quality of Service (QoS). (QoS is not in scope of the Services)

9.8 Break/Fix Services

9.8.1 The level 2 requirements related to Break/Fix are listed in Annex A Level 1 ref: 05.09.

9.8.2 The Supplier shall provide a break/fix service for the Buyer's Physical Devices. The list of Devices for which the Supplier is to provide a break/fix service, is set out in Annex D of the Statement of Requirements.

9.8.3 The exact service to be provided by the Supplier will depend on whether or not the Physical Device is within a period of OEM warranty.

9.9 Server Print and Scan

9.9.1 The Level 2 requirements for server print are listed in Annex A Level 1 ref. 05.10.01 – 05.10.06.

9.9.2 Print and Scan requirements include co-ordinating with Other Suppliers responsible for print services to ensure End Users can access networked print services on Client Devices.

9.10 Facsimile Services

9.10.1 The Level 2 requirements for Facsimile Services are listed in Annex A Level 1 ref. 05.11.01 – 05.11.06.

9.10.2 Facsimile Services relate to the support of an automated document delivery system for End Users. Specific requirements include the support and maintenance of a capability that allows End Users to transmit batch facsimiles to multiple recipients, and integration between this capability and the Buyer's messaging service. The Supplier is expected to co-ordinate with the Buyer and the Other Supplier in relation to the network services.

9.10.3 As of June 2023, the Buyer uses Rightfax as a server-based software application for paperless faxing. Rightfax has the following integrations including but not limited to:

- MS Office 365/email; SNMP alerting (interfacing with SCOM); Rightfax PDF module (allows PDFs to be sent as attachments/desktop client); Rightfax SMTP gateway; hardware integration – multi-function devices.

10 Legacy Applications

10.1 Legacy Applications

10.1.1 The Level 2 requirements related to Legacy Applications are listed in Annex A Level 0 ref. 09.

10.1.2 The Legacy Applications are a broad set of business applications that have been built out over time, for which the Supplier shall provide infrastructure support until the application(s) are either decommissioned, transitioned to an Other Supplier or in-housed by the Buyer. The Supplier's primary responsibility in respect of Legacy Applications is to support the infrastructure service layer of on which they sit and interface with. Descriptions of the Legacy Applications, and the associated Annex A Level 2 requirements can be found in Annex B.

10.1.3 The Supplier shall take on and manage Legacy Applications associated service infrastructure in accordance with this Statement of Requirements and Annex A. i.e. provide Active Directory integration, support centralised and distributed platforms etc.

10.1.4 Some Legacy Applications may be hosted on out-of-support operating systems or outdated infrastructure (e.g. DISC staging servers running Windows server 2003) and have components hosted in Other Supplier data centres. Therefore support processes will be

agreed with the Buyer for each Legacy Application during Implementation. The Buyer is in the process of decommissioning End-Of-Support Life Legacy Applications. 10.1.5 Full details of in-scope Legacy Applications can be found in Annex B. The Supplier shall deliver the activities as described in Annex B, linking to requirements in Annex A. These include Active Directory domain integration, application integration, hosting and/or database administration, transition, and decommissioning support as requested by the Buyer.

10.1.6 A summary of Annex B can be found in *Table 2* below:

Table 2: Legacy Application Requirement Summary

Primary Dependency	No. of Applications	Activity Summary
Hosting Support	8	The Legacy Applications are installed across distributed and centralised hosting platforms, which the Supplier shall be responsible for the running and maintenance of the associated server(s).
Application Integration	27	The Supplier shall be responsible for ensuring the ongoing integration of the Legacy Application's Active Directory dependency, as part of their identity and access management responsibilities. Legacy Applications that only have an Active Directory integration dependency require no further activity other than testing their functionality/connectivity once the legacy active directories have transitioned to the Supplier's management.
Peripheral Support	9	The Supplier shall work with the Buyer and Other Suppliers to provide drivers and support software that may be needed for integration into the build.
PKI	26	The Supplier shall be responsible for ensuring that the PKI Services are capable of issuing certificates and shall maintain and support PKI Services to create, manage, distribute, store, validate, and revoke digital certificates for use in the delivery of the Services.

10.2 Digital Audio Recording (DAR)

Redacted

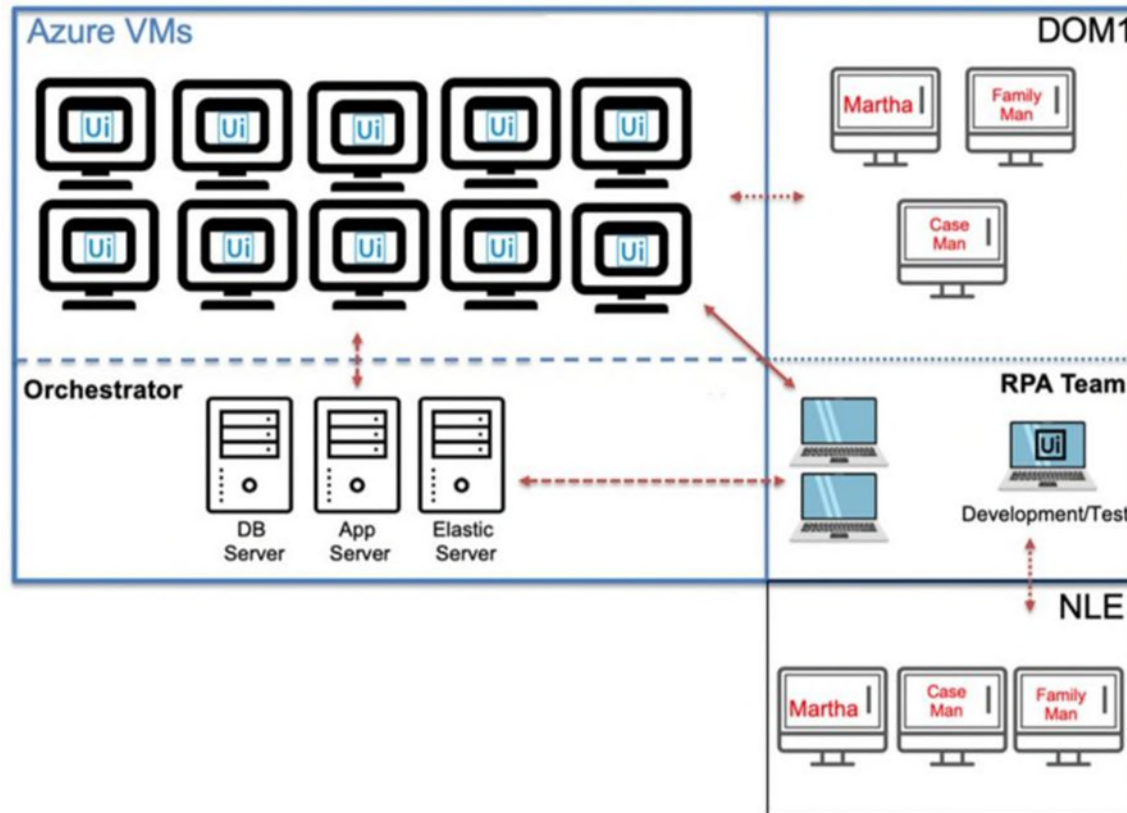
10.3 Legacy Application – Robotic Process Automation

10.3.1 The Level 2 requirements related to Robotic Process Automation are listed in Annex A Level 1 ref. 09.16.

10.3.2 Robotic Process Automation (RPA) aims to use a UiPath Robots (software) to execute existing HMCTS process interacting with applications such as FamilyMan, CaseMan etc. The RPA services are be hosted on Buyer Azure production platform using a dedicated resource group. The RPA uses UiPath runtime robots. The RPA service is designed to deploy several RPA components from the Azure Marketplace that will be hosted in the Buyer's Microsoft Azure Cloud.

10.3.3 HMCTS Robotic Process Automation (RPA) setup uses Buyer Azure (Windows) Virtual Desktop Solution and have 20 Windows virtual desktops (WVDs) with robots running on them. Remote desktop protocol is used for the for the creation and management of robots. These are Windows 10 virtual desktops with the ability to host multiple robots. As of June 2023, there are 450 virtual desktops running in the Buyer's Azure tenant with 349 members in Active Directory. The WVDs will also be used to access, configure, and manage the cloud-based IaaS and PaaS services. The core consumer of the service is HM Courts and Tribunals Service. RPA virtual desktops require an increase to the size of the database every few months due to a known issue. Robotic Process Automation is an Optional Service.

Figure 5: RPA Infrastructure Summary (As of 17/11/22)



10.3.4 The Supplier shall be responsible for the ongoing support for the RPA service, the associated Azure Windows Virtual Desktops and integration with the End-to-End Services.

10.4 Legacy Application – Trados and MultiTerm

10.4.1 The Level 2 requirements related to Trados and MultiTerm are listed in Annex A Level 1 Ref. 09.17.

10.4.2 The Supplier shall provide hosting support services in accordance with requirements set out in Level 0. Technical Infrastructure and respond the requests for issue triage and resolution for tickets.

10.4.3 Trados and MultiTerm are a set of two applications for the Buyer's Welsh Language Unit. SDL Trados Studio is a computerassisted translation software – three components of this are required:

- SDL Trados for translation (client application on Windows 10)
- SDL MultiTerm which is a terminology management tool (client application on Windows 10)
- Trados Groupshare deployed in the EUCS pod in Ark Farnborough (non-resiliently). It resides on an EUCS MS 2012 PaaS with a SQL database on a separate EUCS cluster.

11 Service Management

11.1The Level 2 requirements related to Service Management are listed in Annex A Level 0 ref. 06.

11.2The Buyer operates a multi-supplier environment, with most service management activities delivered by the Buyer. Improving end user experience of the service is a key objective for the Buyer, and the Supplier will play a critical role in enabling the Buyer to achieve this objective, and as such will be required to work in a collaborative and transparent manner with the Buyer and Other Suppliers.

11.3The Buyer is an ITIL v3 organisation, which makes heavy use of ITSM. The Supplier shall work within ITIL v3 processes, either using the Buyer's platform, or integrating their tools directly with the Buyer's ITSM platform to enable near real time data availability. During the Contract Period, the Buyer will be transitioning to an ITIL v4 organisation, and the Supplier will be expected to support this transition. The Buyer uses ServiceNow for IT Service Management. ServiceNow is a cloud computing platform utilised by the Buyer to improve operational efficiencies by streamlining and automating routine work tasks. It supports the Buyer with operational support activities such as managing and reporting on the Buyer System and services. In support of the future operating model, the Buyer made the strategic choice to adopt this platform as the single source of truth for the aggregation of data on ITSM management activities, in support of the 2025 digital strategy to secure and de-risk critical services whilst being led by data.

11.4Buyer Personnel utilise a "Service Portal" hosted within ServiceNow as their point of delivery for some IT services, including requesting software and technology, and reporting incidents through a self-service portal or live chat function. There is also a second portal hosted within the instance to provide access to data insights for the MOJ People Group. (The MOJ People Group is a business area responsible for the Data Insight Hub, a portal built on ServiceNow. The Supplier does not have any support requirements in relation to the MOJ People Group.)

- 11.5The ServiceNow instance (version at the time of tender– San Diego Jan '23) supports circa 180,000 portal users at the time of tender across three different portal instances (all in the same ServiceNow tenant). ServiceNow also acts as the single CMDB for the Buyer to ensure that assets are recorded and maintained as Configuration Items.
- 11.6The Service Catalogue exists within the Buyer's ServiceNow instance.
- 11.7The Supplier is required to integrate with the Buyer's ServiceNow instance in such a way that tickets can be managed effectively between the Buyer and the Supplier, and performance data can be provided in near real time via integration and automation.
- 11.8The Buyer has the capability to orchestrate services in ServiceNow through the various APIs available. The Supplier may leverage this capability for building automation use cases in delivery of the Services; each use case will be reviewed with the Buyer on a case by case basis for its validity.
- 11.9The Supplier shall adhere to the Buyer's Standards for automated ticketing, which set out Events are to be forwarded from Devices to the ITSM Toolset. The Buyer is in the process of developing these Standards; they will be shared and reviewed with the Supplier prior to the Commencement Date.
- 11.10The Buyer upgrades the platform as per the ServiceNow licensing obligations.
- 11.11The Buyer's strategic roadmap includes future enhancements for the platform application with supporting low level designs.

12 Security Management

- 12.1The Level 2 requirements related to IT Security Management are listed in Annex A Level 0 ref. 07.

Annex A

Requirement ID Level Requirement

00	0	GENERAL PRINCIPLES
00.01	1	General Principles
00.01.01	2	NOT USED
00.01.02	2	NOT USED
00.01.03	2	NOT USED
00.02	1	Documentation
00.02.01	2	The Supplier shall provide Technical Documentation to describe the Services and make it available to the Buyer for Approval in accordance with the Implementation Plan.
00.02.02	2	The Supplier shall update and maintain the Technical Documentation to describe the Services not less than annually following the Commencement Date.
00.02.03	2	The Supplier shall update and maintain the Technical Documentation in accordance with changes made to the Services as a result of a Project or Change.
00.02.04	2	Following any updates to the Technical Documentation, the Supplier shall submit the Technical Documentation to the Buyer for Approval, and make the Technical Documentation available to the Buyer within one (1) Working Day of being approved.
00.02.05	2	The Supplier shall comply with and assist in audits of Technical Documentation quality where requested by the Buyer.
00.03	1	Open Standards
00.03.01	2	The Supplier shall, unless otherwise agreed with the Buyer, ensure that all solutions and solution components meet the functional needs of the Buyer and comply with the Open Standards.
00.03.02	2	The Supplier shall create a report on the extent of exemption against the Open Standards for any solution or solution component where the Buyer agrees non-compliance with the Open Standards, and provide this to the Buyer within twenty (20) Working Days of Buyer agreement to non-compliance.

Statement of Requirements

00.03.03	2	The Supplier shall, within 30 Working Days of each anniversary of the Commencement Date, provide to the Buyer for their approval, a report on the extent of solution and solution component alignment with the Open Standards.
01	0	NOT USED
02	0	NOT USED
03	0	NOT USED
04	0	IDENTITY & ACCESS MANAGEMENT
04.01	1	User Access
04.01.01	2	The Supplier shall provide, maintain and support identity and access management, including the supply, implementation and management of privilege access management (PAM) services and associated PAM tooling.
04.01.02	2	The Supplier shall make their identity and access management services available to the Buyer, and Other Suppliers at the Buyer's request, to support a Fully Functional IT Environment.
04.01.03	2	The Supplier shall, co-operating with the Buyer and Other Suppliers as required, enable automated provisioning of and access to the Services where agreed with the Buyer.
04.01.04	2	The Supplier shall provide, maintain and support the capability for the integration of the identity and access management tools with the Service Catalogue.
04.01.05	2	The Supplier shall provide, maintain and support an interface that Key Users or Other Supplier personnel can use to create, provision, update and delete End User identities and attributes.
04.01.06	2	The Supplier shall make available to the Buyer and Other Suppliers a password reset function to enable Key Users to reset End User account passwords and for these updates to be synchronised to all applicable Services.
04.01.07	2	The Supplier shall be responsible for making updates to the Buyer System to enable the Buyer's joiners, movers and leavers (JML) process.
04.02	1	Active Directory Domain Services

Statement of Requirements

04.02.01	2	The Supplier shall maintain the structure and content of the identity attributes in the infrastructure directories and Master Directory.
04.02.02	2	The Supplier shall provide Other Suppliers and the Buyer sufficient delegated privileges and access to the infrastructure directories to support the delivery of the Services and where applicable End to End Services.
04.02.03	2	The Supplier shall consult with Other Suppliers to define identity attributes for inclusion in the Master Directory and infrastructure directories.
04.02.04	2	NOT USED
04.02.05	2	The Supplier shall ensure that the identity and access management services include a Master Directory that provides a centralised, consistent view of all End User identities, organisational objects, service objects, and associated attributes.
04.02.06	2	The Supplier shall maintain and support the existing schema for the Master Directory.
04.02.07	2	The Supplier shall support the capability for Services and applications to query the identity and access management services Master Directory.
04.02.08	2	The Supplier shall provide, maintain and support Connections to enable the provisioning and synchronisation of identity and attribute data between the Services, and where required the End to End Services, and the identity and access management services Master Directory.
04.02.09	2	The Supplier shall ensure that the provision and decommissioning of Connections is made available through the Service Catalogue.
04.02.10	2	The Supplier shall co-ordinate with the Buyer and Other Suppliers to agree a specification for any new Connection, including: i) the attributes to be mastered within the Other Suppliers' service and synchronised to the Master Directory; ii) the attributes to be synchronised from the Master Directory to the Other Suppliers' service, and; iii) the frequency of such synchronisation.
04.02.11	2	The Supplier shall ensure that the identity and access management services synchronise identity and attribute data between identity and access management services and the systems provided by the Other Suppliers and the Buyer.

Statement of Requirements

04.02.12	2	The Supplier shall provide, maintain and support a self-service facility to allow End Users to amend personal attribute information held within the identity and access management services.
04.02.13	2	The Supplier shall gather inputs from and co-ordinate with the Buyer and Other Suppliers in order to define the personal attributes that End Users can amend themselves and the method by which each attribute can be amended within the identity and access management services.
04.02.14	2	The Supplier shall ensure that the identity and access management services provide the capability for Key Users to amend any agreed list of pre-defined values.
04.02.15	2	The Supplier shall ensure that the identity and access management services provide the capability for an End User to delegate the capability to update their personal attribute information to another End User.
04.02.16	2	NOT USED
04.02.17	2	The Supplier shall support the development of policies, processes and procedures in relation to directory services, and shall provide this against a timeframe agreed with the Buyer.
04.02.18	2	The Supplier shall provide, maintain and support one or more infrastructure directories which will support all authentication and authorisation to IT Environments for End Users and Client Devices connected to the IT Environments.
04.02.19	2	NOT USED
04.02.20	2	The Supplier shall maintain, support and synchronise directory data, which includes managing the master directory and infrastructure directories. The Supplier shall ensure the synchronisation of objects to Azure AD.
04.02.21	2	The Supplier shall provide, maintain and support federation between the Buyer's master directory and infrastructure directories and other organisations nominated by the Buyer.
04.02.22	2	NOT USED
04.03	1	Public Key Infrastructure
04.03.01	2	The Supplier shall provide, maintain and support PKI Services to create, manage, distribute, store, validate, and revoke digital certificates for use in the delivery of the Services.

Statement of Requirements

04.03.02	2	The Supplier shall ensure the PKI Services are capable of issuing certificates. This includes supporting the following: i) IPSec; ii) 802.1x Network Access Control; iii) TLS/SSL; iv) Physical Device and Virtual Device authentication; v) digital signature services; and vi) code signing.
04.03.03	2	The Supplier shall, where agreed with the Buyer, support cross-certification with PKI Services operated by other Crown Bodies or Other Suppliers.
04.03.04	2	The Supplier shall ensure that certificates issued by the PKI Services are only issued as part of approved Changes.
04.03.05	2	The Supplier's PKI Services shall process certificate signing requests and revocation requests for the PKI Services.
04.03.06	2	The Supplier shall provide, maintain and support a messaging service address and web portal to enable Other Suppliers to submit certificate signing requests and revocation requests to the PKI Services.
04.03.07	2	The Supplier shall provide, maintain and support an offline root Certificate Authority for the PKI Services.
04.03.08	2	The Supplier shall ensure that private keys associated with the offline root Certificate Authority are generated and stored in a hardware security module evaluated to NCSC standards or an equivalent, unless otherwise agreed with the Buyer.
04.03.09	2	The Supplier shall ensure that all operations involving the offline root Certificate Authority require at least two authenticated, Key Users and are conducted under the Buyer's Change Control procedures.
04.03.10	2	The Supplier shall provide, maintain and support at least one issuing Certificate Authority, subordinate to the offline root Certificate Authority, which may be maintained online and connected to the IT Environment.
04.03.11	2	The Supplier shall ensure that private keys associated with the Services issuing Certificate Authorities are generated and stored in a hardware security module evaluated to NCSC standards or an equivalent, unless otherwise agreed with the Buyer.
04.03.12	2	The Supplier shall ensure that all certificates issued by the PKI Services conform to the version 3 of X.509.
04.03.13	2	NOT USED

Statement of Requirements

04.03.14	2	The Supplier shall issue certificate revocation lists at least once every three (3) months or within twenty-four (24) hours of an approved certificate revocation request and publish them to a location accessible by all Users of the PKI Services.
04.03.15	2	The Supplier shall maintain an online validation authority which supports both certificate revocation lists and Online Certificate Status Protocol and is accessible by all End Users of the PKI Services.
04.03.16	2	The Supplier shall ensure that certificate revocation lists for the PKI Services are available via either HTTP or HTTPS.
04.03.17	2	NOT USED
05	0	TECHNICAL INFRASTRUCTURE
05.01	1	Environments
05.01.01	2	NOT USED
05.01.02	2	NOT USED
05.01.03	2	The Supplier shall maintain and support Live Environments to support the delivery of End-to-End Services including: i) management environments; and ii) operational environments; co-ordinating with Other Suppliers where appropriate.
05.01.04	2	The Supplier shall maintain separation of management environments and operational environments in the Live Environments.
05.01.05	2	The Supplier shall maintain and support the EUCS components of the Non-Live Environments to support the delivery of the Services.
05.01.06	2	The Supplier shall co-ordinate with Other Suppliers to establish the necessary Non-Live Environments when required to support the delivery of the Services.
05.01.07	2	NOT USED

Statement of Requirements

05.01.08	2	The Supplier shall maintain separation of management environments and operational environments in the Non-Live Environments.
05.01.09	2	The Supplier shall ensure that the EUCS components of the Non-Live Environments are a replica of the Services delivered by the Supplier in the Live Environment unless otherwise agreed with the Buyer.
05.01.10	2	The Supplier shall make the EUCS components of the Non-Live Environments available to the Buyer and Other Suppliers to enable support of the Services.
05.01.11	2	The Supplier shall co-ordinate with the Other Supplier(s) responsible for the provision of network services to the Buyer to enable the delivery of the Services from Non-Live Environments to nominated Buyer Premises.
05.01.12	2	The Supplier shall update and maintain the Buyer's Service Asset and Configuration Management System and the Service Device Register with a current list of all Physical Devices and Virtual Devices, and provide a report of such updates to the Buyer on a monthly basis.
05.01.13	2	NOT USED
05.01.14	2	NOT USED
05.01.15	2	NOT USED
05.01.16	2	NOT USED
05.01.17	2	NOT USED
05.01.18	2	NOT USED
05.01.19	2	NOT USED
05.01.20	2	The Supplier shall not introduce any hardware or software for delivering the Services until it has been approved by the Buyer.
05.01.21	2	The Supplier shall maintain and update the existing operations and infrastructure management scripts, and be responsible for the integration into the IT Environment and their own management toolset(s). Where the Buyer requires the Supplier to enhance, write or re-write these scripts, the Buyer shall issue a Project Request as set out in Schedule S10.
05.01.22	2	The Supplier shall apply agreed encryption to Servers to protect against unauthorised access to the Services.

Statement of Requirements

05.01.23	2	The Supplier shall enable Servers to receive and apply updates to security patches, software and infrastructure in a timely manner, irrespective of whether the Server is located on Buyer Premises or remotely.
05.01.24	2	The Supplier shall be responsible for documenting all Server builds in the configuration manager content library.
05.01.25	2	The Supplier shall document the configuration of each Server build and provide to the Buyer within three (3) months of the Commencement Date for validation and approval by the Buyer.
05.01.26	2	The Supplier shall provide and install up-to date software on Servers, while minimising downtime, ensuring the software is aligned with day-to-day business priorities and maintaining alignment with vendor supportability matrices and product roadmaps.
05.01.27	2	The Supplier shall repackage and deploy applications to incorporate security and version updates.
05.01.28	2	The Supplier shall, at the request of the Buyer, provide application packaging services using the Buyer's specified solution to either update an existing application or package a new application (via the Buyer's configuration manager content library). If the Buyer does require the packaging of a new application, the Buyer shall issue a Project Request as set out in Schedule S10.
05.01.29	2	The Supplier shall provide relevant drivers and supporting software to the Buyer and/or Other Suppliers for Server applications where peripheral integration is required.
05.01.30	2	The Supplier shall, co-ordinating with Other Suppliers where required, provide Information Lifecycle Management services in line with the Buyer's Record Retention and Disposition Policy, to facilitate the archiving of business application data.
05.01.31	2	The Supplier shall <ul style="list-style-type: none"> i) maintain and support the SMTP and messaging services; and ii) integrate the messaging service with Physical Devices, Virtual Devices and applications that are reliant on the SMTP service, and maintain and support such integration.
05.01.32	2	The Supplier shall work with the Other Supplier(s) responsible for the provision of network services to the Buyer and other relevant third parties to ensure the messaging service is Fully Functional.

Statement of Requirements

05.01.33	2	The Supplier shall at the request of the Buyer, support the Buyer in complying with audits, data and information requests, which shall include: i) reviewing and extracting messages from the messaging service; and ii) providing management information logs and interactions with any Devices.
05.01.34	2	The Supplier shall be responsible for supporting the Citrix XenApp environment.
05.01.35	2	The Supplier shall provide the logical decommissioning of Virtual Devices at the request of the Buyer, applying secure data removal and loss prevention mechanisms in line with government data destruction standards as per the Buyer's Cyber and Technical Security Guidance.
05.01.36	2	The Supplier shall provide the logical and physical decommissioning, and disposal of Physical Devices, applying secure data removal and loss prevention mechanisms in line with government data destruction standards as per the Buyer's Cyber and Technical Security Guidance.
05.02	1	Centralised Platform Services
05.02.01	2	The Supplier shall maintain and support the Devices and System Software required to host the Services in the Data Centre Facilities of the Other Supplier responsible for data centre services.
05.02.02	2	The Supplier shall maintain and support the Buyer's Centralised Platforms.
05.02.03	2	NOT USED
05.02.04	2	The Supplier shall be responsible for the deployment of all centralised servers, using a Gold-based Image to be created and maintained by the Supplier on a quarterly basis.
05.02.05	2	The Supplier shall perform the operational tasks for server-based business applications hosted on Centralised Platforms, including deploying patches, service packs, security updates and updating distribution sets. The Supplier shall be responsible for updating application run and support manuals.
05.02.06	2	The Supplier shall, co-ordinating with Other Suppliers where required, create Server builds to enable the hosting of business applications on Centralised Platforms.
05.02.07	2	The Supplier shall co-ordinate with Other Suppliers to maintain and support the Buyer's database estate on Centralised Platforms as part of the Services.

05.02.08	2	The Supplier shall ensure that the execution of unauthorised software is prevented on Physical Devices and Virtual Devices on Centralised Platforms using Buyer-approved controls. The Supplier shall report on the monitoring and maintenance of this requirement at the Security Working Group as described in Schedule 7 (Governance).
05.02.09	2	The Supplier shall monitor, support and maintain the powerscripts, File Transfer Protocol, Distributed File System and user's access for the File Exchange Facility services.
05.03	1	Distributed Platform Services
05.03.01	2	NOT USED
05.03.02	2	The Supplier shall perform the operational tasks for business applications hosted on Distributed Platforms, including deploying patches, service packs, security updates and updating distribution sets. The Supplier shall be responsible for updating application run and support manuals.
05.03.03	2	The Supplier shall maintain and support the Physical Devices, Virtual Devices and System Software required to host Services in Local Server Rooms.
05.03.04	2	The Supplier shall, co-ordinating the Buyer and Other Suppliers where required, host business applications or their components thereof on Distributed Platforms in Local Server Rooms.
05.03.05	2	NOT USED
05.03.06	2	The Supplier shall, co-ordinating with Other Suppliers where required, create server builds to enable the hosting of business applications on Distributed Platforms.
05.03.07	2	The Supplier shall maintain and support the Distributed Platforms.
05.03.08	2	NOT USED
05.03.09	2	The Supplier shall be responsible for the deployment of all distributed servers , using a Gold-based Image to be created and maintained by the Supplier on a quarterly basis.
05.03.10	2	The Supplier shall co-ordinate with Other Suppliers to maintain and support the Buyer's database estate on Distributed Platforms as part of the Services.

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05.03.11	2	The Supplier shall ensure that the execution of unauthorised software is prevented on Physical Devices and Virtual Devices on Distributed Platforms using Buyer-approved controls. The Supplier shall report on the monitoring and maintenance of this requirement at the Security Working Group as described in Schedule 7 (Governance).
05.04	1	Storage
05.04.01	2	The Supplier shall maintain and support shared storage for End Users.
05.04.02	2	The Supplier shall provide centralised management and monitoring of the Buyer 's storage services, including storage health and capacity.
05.04.03	2	The Supplier shall ensure that all End Users are provided with a consistent method of locating and accessing shared unstructured data held on the storage services.
05.04.04	2	The Supplier shall maintain, and support shared storage for Services in the Buyer System.
05.04.05	2	The Supplier shall ensure the shared storage is accessible to business applications.
05.05	1	Backup and Recovery Services
05.05.01	2	The Supplier shall ensure the availability and integrity of shared storage data in the Buyer System.
05.05.02	2	The Supplier shall at the request of the Buyer restore specified End User data in the Buyer System.
05.05.03	2	The Supplier shall provide., manage and maintain a self-service data retrieval facility enabling End Users to manually retrieve part or all of their unstructured shared data.
05.05.04	2	NOT USED
05.05.05	2	The Supplier shall ensure that the data retrieval facility for unstructured shared data shall be accessible and usable by all authorised End Users.
05.05.06	2	The Supplier shall ensure that storage utilised for Services shall be backed up in accordance with the Buyer's data retention policy, found in the Cyber and Technical Security Guidance.
05.05.07	2	The Supplier shall provide a backup and recovery service for the Buyer's shared storage and database services.

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05.05.08	2	The Supplier shall ensure storage with open files shall be quiesced prior to back up. The Supplier shall back up databases at the database level.
05.06	1	NOT USED
05.07	1	Facilities
05.07.01	2	The Supplier shall co-ordinate with the Buyer's facility management teams, and Other Suppliers where appropriate, prior to conducting any work in a Local Server Room on the Buyer Premises to ensure the work can be carried out as planned.
05.07.02	2	The Supplier shall provide, maintain and support their equipment within the Local Server Rooms, co-ordinating with the Buyer and Other Suppliers where required.
05.07.03	2	The Supplier shall co-ordinate with the Buyer and Other Suppliers to agree the distribution of use of racking within the Local Server Rooms.
05.07.04	2	The Supplier shall be responsible for provision of all equipment required for the Supplier to fulfil their monitoring and support obligations and shall co-ordinate with the Buyer to ensure: <ul style="list-style-type: none"> i) installation of their equipment in the assigned rack space and provision of power cables to connect the equipment to power distribution in the rack; ii) provision and installation of patch cables from their equipment to the LAN patch panel; and iii) provision of any keyboard, mouse, video or other equipment required to manage the equipment in the rack.
05.07.05	2	NOT USED
05.07.06	2	The Supplier shall use uninterruptible power supply devices provided by the Buyer, for the delivery of Services which are located in Local Server Rooms.
05.07.07	2	The Supplier shall, as required under health and safety regulations, perform electrical safety checks on devices which reside within Local Server Room(s) and cabinets located outside the Local Server Room(s) at Buyer Premises.
05.07.08	2	The Supplier shall optimise their use of the capacity provided within the Data Centre Facilities of the Other Suppliers responsible for data centre services.

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05.07.09	2	The Supplier shall use the Data Centre Facilities provided to them by the Other Supplier in relation to data centre services.
05.07.10	2	The Supplier shall provide their requirements for hosting of non-rack mounted equipment, to the Other Supplier responsible for provision of data centre services, within ten (10) Working Days of the Commencement Date.
05.07.11	2	The Supplier making use of the Data Centre Facilities provided by Other Suppliers shall ensure that any Physical Devices installed into the Data Centre Facilities are connected to both the diverse power feeds provided by the Other Supplier(s) responsible for data centre services, where applicable, in accordance with the Other Supplier's policies, processes and procedures.
05.07.12	2	The Supplier shall request Data Centre Facility services from the Other Supplier responsible for provision of data centre services, via the Buyer.
05.07.13	2	The Supplier making use of the Data Centre Facilities shall comply with the Other Supplier's policies, processes and procedures.
05.07.14	2	The Supplier shall accept deliveries and use the secure storage areas provided to them by the Other Supplier responsible for provision of data centre services, for the storage of ICT equipment.
05.07.15	2	The Supplier shall use the equipment build and test areas provided to them by the Other Supplier responsible for data centre services, for the building and testing of ICT equipment.
05.07.16	2	The Supplier shall maintain and support the equipment build and test area provided by the Other Supplier(s) in relation to provision of data centre services, for each Data Centre Facility.
05.07.17	2	The Supplier Personnel providing onsite support at Data Centre Facilities shall, where required, use the office facilities provided to them by the Other Supplier responsible for data centre services.
05.07.18	2	The Supplier shall ensure Supplier Personnel attend the training courses of the Other Supplier responsible for provision of data centre services, prior to their commencement of work at the Data Centre Facility.
05.08	1	Networks Support
05.08.01	2	The Supplier shall co-ordinate with the Other Supplier(s) responsible for the provision of network services to the Buyer to ensure that all Internet traffic is routed through the Buyer's Internet service.
05.08.02	2	NOT USED

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05.08.03	2	NOT USED
05.08.04	2	NOT USED
05.08.05	2	The Supplier shall co-ordinate and collaborate with the Other Supplier(s) responsible for the provision of network services to the Buyer on the configuration of the dynamic IP address allocation (DHCP) service including address scopes and configuration to be applied to Physical Devices and Virtual Devices until such time as it is transitioned to the Buyer.
05.08.06	2	The Supplier shall, for any services that they directly present to the Live Environment, only use the IP addresses provided to them by Other Supplier(s) responsible for the provision of network services, unless otherwise agreed with the Buyer.
05.08.07	2	The Supplier shall request from the Other Supplier(s) responsible for the provision of network services to the Buyer, IP address ranges for the provision of their Services.
05.08.08	2	The Supplier shall manage the allocation of IP addresses to deliver their Services.
05.08.09	2	The Supplier shall ensure that all Devices have their time synchronised with the Buyer's selected Master Time Reference.
05.08.10	2	The Supplier shall use the Buyer's selected Master Time Reference in the delivery of the Services in the Buyer System as supplied by the Other Supplier(s) responsible for the provision of network services to the Buyer, or shall use a stratum zero time source.
05.08.11	2	The Supplier shall maintain and support internal DNS Services in support of the Supplier's delivery of Active Directory services. This shall include the management of the DNS namespace and the structure of the domains that comprise the internal DNS domain name.
05.08.12	2	The Supplier shall provide the DNS using the relevant security protocol, unless agreed otherwise with the Buyer.
05.08.13	2	The Supplier shall provide the capability to dynamically update the DNS Services.
05.08.14	2	NOT USED
05.08.15	2	The Supplier shall make available and provide integration of the DNS Services to the Buyer and Other Suppliers and support DNS issue resolution.

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05.08.16	2	The Supplier shall provide Other Supplier(s) responsible for the provision of network services to the Buyer with the capability to host hardware or technologies to optimise network performance where appropriate to support the delivery of the Services.
05.08.17	2	The Supplier shall, where required, co-ordinate with Other Suppliers to assign prioritisation and bandwidth parameters to enable delivery of the Services in with the Service Levels.
05.08.18	2	The Supplier shall co-ordinate with the Other Supplier(s) responsible for the provision of network services to the Buyer, to ensure that Quality of Service technologies support the delivery of the Services.
05.08.19	2	The Supplier ensure that Physical Devices and Virtual Devices which access the LAN service are Fully Functional, coordinating with the Other Supplier(s) responsible for the provision of network services to the Buyer, where required.
05.08.20	2	The Supplier shall maintain and support LAN services used in the delivery of Services from the Data Centre Facilities.
05.08.21	2	The Supplier shall, co-ordinating with the Other Supplier(s) responsible for the provision of network services to the Buyer as required, ensure that Physical Devices and Virtual Devices are capable of authenticating to the Network Access Control service, unless otherwise agreed with the Buyer.
05.08.22	2	NOT USED
05.08.23	2	The Supplier shall, co-ordinating with the Other Supplier(s) responsible for the provision of network services to the Buyer as required, ensure that Physical Devices and Virtual Devices that do not support 802.1x are authorised by the Network Access Control service, unless otherwise agreed with the Buyer.
05.08.24	2	NOT USED
05.08.25	2	The Supplier shall, co-ordinating with the Other Supplier(s) responsible for the provision of network services to the Buyer as required, ensure that Physical Devices and Virtual Devices connected to the LAN service that use the Network Access Control service are Fully Functional.
05.08.26	2	The Supplier shall, co-ordinating with the Other Supplier(s) responsible for the provision of network services to the Buyer as required, ensure that the Network Access Control authentication services can access and authenticate Devices by ensuring access to both the master and infrastructure directories, and certificate store.
05.08.27	2	The Supplier shall install, maintain and support certificates on Devices to permit authentication by the Network Access Control service.

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05.08.28	2	NOT USED
05.08.29	2	The Supplier shall co-ordinate with Other Supplier(s) responsible for the provision of network services to the Buyer, to implement security controls for gateway services.
05.08.30	2	NOT USED
05.08.31	2	The Supplier shall make use of the dark fibre or equivalent connectivity, provided by the Other Supplier responsible for data centre services between the data centres, for cross site connectivity.
05.08.32	2	The Supplier shall provide to the Buyer, the management, monitoring and reporting of Services they provide that use the dark fibre or equivalent connectivity, provided by the Other Supplier responsible for provision of data centre services, between the data centres for cross site connectivity.
05.08.33	2	NOT USED
05.08.34	2	<p>The Supplier shall integrate the Contact Centre services with the IT Environment where required, co-ordinating with the Other Supplier(s) responsible for the provision of network services and/or Contact Centre services to the Buyer.</p> <p>Activities pertaining to this integration includes the following:</p> <ul style="list-style-type: none"> - Service Request integration (end to end fulfilment, Active Directory group addition, license addition) - Other dependent application provisioning/dependencies maintained in Server operating system(s) - Specific environmental configuration: DNS / DHCP settings.
05.08.35	2	NOT USED
05.08.36	2	NOT USED
05.08.37	2	NOT USED
05.08.38	2	NOT USED
05.08.39	2	The Supplier shall ensure that any Devices that do not comply with the Buyer's Cyber and Technical Security Guidance can be remediated remotely to allow connection to the secure remote access Services.

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05.08.40	2	The Supplier shall ensure that Devices support secure remote access services to enable remediation of Devices and support in response to an incident.
05.08.41	2	NOT USED
05.08.42	2	NOT USED
05.08.43	2	The Supplier shall, when providing Services within the Data Centre Facilities provided by the Other Supplier responsible for data centre services, or at Buyer Premises, use the gateway services provided by the Other Supplier responsible for the provision of network services to the Buyer. to provide common security controls required for the delivery of the Services.
05.08.44	2	The Supplier shall co-ordinate with Other Supplier(s) responsible for the provision of network services to the Buyer, to ensure that network interconnects are Fully Functional.
05.08.45	2	The Supplier shall implement and deliver a capability to allow administrative access for appropriate Supplier Personnel to the IT Environment, to enable provision of remote support.

05.09	1	Break/Fix
05.09.01	2	In maintaining the Physical Devices, the Supplier shall, where a device is within a period of OEM warranty, liaise with the OEM as required for support services including the supply of replacement components and the subsequent installation of said replacement components by the OEM or the Supplier, ensuring that the Physical Device is Fully Functional.
05.09.02	2	6 months prior to a Physical Device period of OEM warranty ending, the Supplier shall inform the Buyer of such, and inform the Buyer of the Supplier's approach to maintaining the Physical Device once outside the period of warranty such that the Physical Devices are Fully Functional, including how the Supplier will leverage its supply chain.
05.09.03	2	Where Physical Devices are outside a period of OEM warranty, the Supplier shall maintain and monitor the Physical Devices such that they are Fully Functional and meet the relevant Service Levels, including undertaking preventative maintenance as appropriate and providing a break/fix service which includes the supply and installation of replacement components as needed.
05.09.04	2	The Supplier shall inform the Buyer of any break/fix activity via the Incident Management process.
05.10	1	Server Print and Scan

05.10.01	2	The Supplier shall co-ordinate with the Other Supplier responsible for printing services to ensure that printing over the IT Environment is designed and configured to deliver print services without impacting the delivery of the Services.
05.10.02	2	The Supplier shall co-ordinate with the Other Supplier responsible for printing services to provide a secure printing service that enables End Users to print using a secure method to retrieve documents.
05.10.03	2	The Supplier shall co-ordinate with the Other Supplier responsible for printing services to support printing from End-to-End Services and business applications that submit print requests via a service account or directly to the print Client Device.
05.10.04	2	The Supplier shall co-ordinate with the Other Supplier responsible for printing services to ensure End Users can access networked print services via Client Devices.
05.10.05	2	The Supplier shall enable scanned material generated by network scanning devices to be stored in the End User's unstructured data storage, in a specific folder entitled 'Scans'. The Supplier shall co-ordinate with Other Suppliers where appropriate to facilitate this.
05.10.06	2	The Supplier shall, co-ordinating with the Other Supplier responsible for printing services as required, route scanned material from networked scanning devices securely to the desired recipient, which shall include but not be limited to messaging services, systems and file locations.
05.11	1	Facsimile Services

05.11.01	2	The Supplier shall provide, maintain and support facsimile services which can be used by End Users on Client Devices and by business applications.
05.11.02	2	The Supplier shall provide facsimile services with capabilities including: i) forwarding; ii) replying; iii) printing; and iv) saving of any facsimile message received by End Users on their Client Device.
05.11.03	2	The Supplier shall provide, support and maintain the ability for Key Users to create, amend, save, send and receive facsimiles from their IT Environment connected Client Device via the messaging services.
05.11.04	2	The Supplier shall provide facilities to enable the transmission of facsimile messages created on a Client Device to external facsimile machines or e-mail addresses.

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05.11.05	2	The Supplier shall provide to End Users the facility to transmit batch facsimile to multiple recipients. This facility shall integrate with the messaging service.
05.11.06	2	The Supplier shall provide inputs where required to enable Other Suppliers to implement security controls within the gateway services.
06	0	IT SERVICE MANAGEMENT
06.01	1	General Principles
06.01.01	2	The Supplier shall, at all times, protect the confidentiality, integrity and availability of the Services, Buyer System and Buyer Data.
06.01.02	2	The Supplier shall, with regards to the Service Management; design, transition, operate and continually improve the Services in accordance with the Buyer's processes.
06.01.03	2	NOT USED
06.01.04	2	NOT USED
06.01.05	2	The Supplier shall provide support to the Buyer, as defined and agreed between both parties, in order to maintain the Buyer's Service Management Policies, Processes and Procedures.
06.01.06	2	The Supplier shall adopt any changes made to the Buyer's Service Management Policies, Processes and Procedures throughout the Contract Period that are agreed through the Governance Framework.
06.01.07	2	The Supplier shall follow the Buyer's demand management processes and shall before engaging with the Buyer's business with regard to demand management, procure authorisation in writing to do so from the Buyer Representative.
06.01.08	2	The Supplier shall, where applicable, adopt the Buyer's Naming Standards and Conventions.
06.02	1	Service Strategy - Demand Management
06.02.01	2	The Supplier shall provide progress notifications to the Buyer in relation to any open Demand Requests including: i) Commercial sign-off completion; ii) Solution manager allocation; and iii) Implementation completion.

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06.02.02	2	The Supplier shall provide reporting on the status of Demand Requests for each Service Period.
06.02.03	2	The Supplier shall utilise the Buyer's Demand Management System
06.02.04	2	The Supplier shall provide relevant financial information to the Buyer where requested either via the Project Initiation Process or Change Control Procedure in order to input into detailed business cases for proposed new or changed services.
06.02.05	2	The Supplier shall respond to Demand Requests from the Buyer proposing relevant existing Products and Services in the first instance that are contained in the Service Catalogue.
06.03	1	NOT USED
06.04	1	Service Strategy - Service Portfolio Management
06.04.01	2	The Supplier shall ensure the Service Portfolio for the Services is accurate and correct any inaccuracies or missing information identified.
06.04.02	2	The Supplier shall create Service Design Packages for new and changed elements of the Services and provide these to the Buyer for approval.
06.04.03	2	The Supplier shall, upon commissioning of a new service, document the new Service Design Package and publish these to the Buyer for Approval prior to the service going live.
06.04.04	2	The Supplier shall ensure that the Service Portfolio sets out:
		<ul style="list-style-type: none"> i) A complete description set of the Services provided by the Supplier to the Buyer ii) The service pipeline for any service in development (including planned changes to the Services, the introduction of any new service and technical refresh of the existing Services); and iii) Any service currently being retired or in the process of being decommissioned.
06.04.05	2	The Supplier shall utilise the Buyer's Service Portfolio Management System

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06.04.06	2	The Supplier shall conduct proactive monitoring to identify any emergent risk to the provision of the Services and, where possible, End to End Services. The Supplier shall report these emergent risks immediately to the Buyer.
06.05	1	Service Design – Risk Management
06.05.01	2	The Supplier shall attend Risk Working Groups, develop and manage risk action plans, and recommend to the Buyer appropriate measures to mitigate any risks identified.
06.05.02	2	The Supplier shall only implement risk mitigation measures approved by the Buyer.
06.06	1	Service Design – Availability Management
06.06.01	2	The Supplier shall supply and implement tooling for the monitoring of Availability of the Services.
06.06.02	2	The Supplier shall document the Event types and their event thresholds which shall be used to measure the Availability of the Services, and provide to the Buyer for approval, in accordance with Schedule S1 (Implementation Plan).
06.06.03	2	The Supplier shall configure the Events Management System and associated Physical Devices and Virtual Devices in accordance with the Event types approved by the Buyer.
06.06.04	2	The Supplier shall configure the Events Management System such that it sends the start and end time of Availability Events to the Supplier's ITSM tooling.
06.06.05	2	The Supplier shall work with the Buyer to test the end to end availability reporting mechanism and integration with the Buyer's ITSM Toolset, ensuring that near real time information on the availability of Services is visible within the Buyer's ITSM Toolset.
06.07	1	Service Design - Capacity Management
06.07.01	2	The Supplier shall be responsible for monitoring and measuring against pre-agreed thresholds and provide to the Buyer both proactive alerting and reactive reporting on the status of the Services in relation to capacity.
06.07.02	2	The Supplier shall produce a Capacity Plan annually which maybe subject to amendments as and when significant changes are made to business requirements or to the infrastructure. The plan will be reviewed on a quarterly basis.
06.07.03	2	The Supplier shall provide Capacity information required by the Buyer for inclusion into the Capacity Management Information System.

06.07.04	2	The Supplier shall support the Buyer in modelling any proposed changes to the Services (including consumption trends) in order to maintain agreed Service Levels.
06.07.05	2	The Supplier shall utilise the Buyer's Capacity Management System / ITSM Toolset
06.07.06	2	The Supplier shall manage the availability of IT Resources and IT Personnel to meet the forecasted demands to support the Service.
06.08	1	Service Design - IT Service Continuity Management
06.08.01	2	The Supplier shall support and complete all agreed actions in relation to the ITSCM planning process ensuring its ITSC Plan aligns to the Buyer's IT Service Continuity Management requirements.
06.08.02	2	The Supplier shall ensure that its ITSC Plan aligns with those of other Suppliers engaged in the provision of the Endto-End Services to the Buyer.
06.08.03	2	The Supplier shall develop, maintain and provide an up-to-date ITSC Plan, which is tested at least annually. The Supplier shall update the ITSC Plan following live/test invocations and / or significant changes to the functionality of the Services.
06.08.04	2	The Supplier shall define, review and agree with the Buyer clear and unambiguous triggers and closure points relating to ITSCM Events.
06.08.05	2	The Supplier shall ensure that any business impact analyses or risk assessments undertaken by the Buyer and presented to the Supplier are factored into their ITSC Plan(s) for the Services.
06.08.06	2	The Supplier shall provide the Buyer with a SPoC (Single Point of Contact) for the ITSC Plan and provide an escalation process with full contact details.
06.08.07	2	The Supplier shall ensure that their SPoC (or a designated substitute if they are unable to attend) attends monthly IT Service Continuity Forums with the Buyer's IT Service Continuity Manager and records and completes all their agreed actions deriving from each Forum.
06.08.08	2	The Supplier shall provide Buyer approved ITSCM Awareness and Training for all their ITSCM related personnel within three (3) months of the Commencement Date.

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06.08.09	2	The Supplier shall ensure that their staff maintain full awareness of the stages within the Supplier's ITSC Plan and be able to evidence this on request, through training records or equivalent.
06.08.10	2	The Supplier shall notify the Buyer of the occurrence of any ITSCM Event and shall provide formal recommendations for invoking the relevant ITSC Plan(s) to ensure that Services are delivered with the agreed recovery objectives.
06.08.11	2	The Supplier shall be required to invoke immediately any ITSC Plan when requested to do so by the Buyer.
06.08.12	2	The Supplier shall issue a post-test report to the Buyer within 20 Working Days of each ITSC Plan test, together with remediation plans including a possible retest to resolve failed tests.
06.08.13	2	The Supplier shall proactively monitor the Services, identifying risks and proposing actions that affect the ITSC Plan.
06.08.14	2	The Supplier shall support the Buyer and Other Suppliers in the planning, implementation, execution and closure of IT Service Continuity Management testing for End-to-End Services, on at least an annual basis.
06.08.15	2	The Supplier shall participate in the Buyer's IT Service Continuity Management test exercise regime and undertake the relevant activities in compliance with the Buyer's ITSCM Test Schedule.
06.08.16	2	The Supplier shall ensure that IT Service Continuity Management is consistent with ISO27031 and shall state within each ITSC Plan the Standards to which their ITSC Plan conforms.
06.08.17	2	Prior to any Operational Service Commencement, the Supplier shall prepare and deliver, for the Buyer's written approval a plan which shall detail the process and arrangements that the Supplier shall follow to ensure continuity of the Services.
06.08.18	2	Following the agreed closure of an ITSC Event and where involved in the execution of the ITSC Plan, the Supplier shall provide the Buyer with such information, guidance and assistance as may be reasonably requested to support the production of the Major Incident Report.
06.09	1	Service Design - Service Catalogue Management
06.09.01	2	The Supplier shall make available and maintain any Catalogue Items that supports the Services using the Service Catalogue.
06.09.02	2	The Supplier shall ensure that all Catalogue Items listed in the Service Catalogue are aligned, where applicable to items within the Service Asset and Configuration Management System managed by the Buyer.

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06.09.03	2	The Supplier shall utilise the Buyer's Service Catalogue / ITSM Toolset
06.09.04	2	NOT USED
06.09.05	2	The Supplier shall work with the Buyer to regularly review and optimise the Catalogue Items in the Service Catalogue.
06.09.06	2	The Supplier shall, in accordance with the Implementation Plan, build, test, implement and subsequently maintain automations to automate completion of selected Catalogue Items
06.10	1	Service Design - Service Level Management
06.10.01	2	The Supplier shall provide a dedicated Service Delivery Manager who shall be responsible for interfacing with the Buyer's Service Level Management function.
06.10.02	2	The Supplier shall utilise the Buyer's Service Level Management System / ITSM Toolset)
06.11	1	Service Design - Supplier Management
06.11.01	2	The Supplier shall work with the Buyer to, in accordance with Schedule 3 (Service Levels, Service Credits and Performance Monitoring), establish a Supplier Performance Monitoring Report for the Services.
06.11.02	2	The Supplier shall provide all management and performance information required by the Buyer in support of the production of a regular Buyer Performance Monitoring Report.
06.11.03	2	The Supplier shall identify, report and manage risks to the Services supply chain in order to support the delivery of the Services.
06.11.04	2	The Supplier shall provide copies of all contractual material in a way that is accessible by the Buyer using its systems.
06.12	1	Service Transition - Transition Planning and Support
06.12.01	2	Where agreed via the Change Control Procedure, the Supplier shall support the Buyer in the discovery, identification and agreement of any service requirements necessary to transition a service.

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06.12.02	2	Where agreed via the Change Control Procedure, or as part of a Project Request, the Supplier shall provide or input into the design for a new or changed Services.
06.12.03	2	Where agreed via the Change Control Procedure, or as part of a Project Request, the Supplier shall support the development of plans for transition with the Buyer for a new service or changes to a service, including: i) The review of service requirements, service transition plans and any associated documentation; and ii) Resource and delivery time estimates.
06.12.04	2	Where a transition plan is agreed via the Change Control Procedure, or as part of a Project Request, the Supplier shall support the Buyer in ensuring that sufficient and appropriate resources are identified and available to deliver the plan to time, quality and cost constraints.
06.12.05	2	The Supplier shall obtain appropriate approval from the Buyer for all Service Design Packages before instigating further service transition activities.
06.12.06	2	Where agreed via the Change Control Procedure, or as part of a Service Request, the Supplier shall be responsible for the creation of an early life support plan for a new service or change to a service.
06.12.07	2	The Supplier shall ensure that during the course of implementing or amending a Service the integrity of in situ deliverables, service components and Configurations Items are maintained.
06.12.08	2	NOT USED
06.12.09	2	The Supplier shall utilise the Buyer's Transition Planning and Support System / ITSM Toolset
06.12.10	2	The Supplier shall identify and document any service dependencies or changes to service dependencies resulting from a Project Request or Change Control Procedure, and submit these to the Buyer.
06.13	1	Service Transition - Change and Evaluation Management
06.13.01	2	The Supplier shall maintain and provide the Buyer with a list of nominated approved Supplier Personnel who are authorised to submit a request for ITSM Change.
06.13.02	2	The Supplier shall ensure that all requests for ITSM Change submitted contain the appropriate level of details as required by the Buyer.

06.13.03	2	The Supplier shall participate in the activities of the Change Advisory Board, which shall occur not less than once a month, including; i) Emergency Change Advisory Boards; ii) Reviews of requests for ITSM Change; and iii) Major Incident fix retrospective ITSM Change approvals.
06.13.04	2	The Supplier shall provide all information relating to pre-approved ITSM Changes (Standard Changes in ITIL) to the Buyer for inclusion in the Buyer's ITSM Toolset.
06.13.05	2	The Supplier shall inform the Buyer of any partial or full failure of a pre-approved ITSM Change (Standard Change in ITIL).
06.13.06	2	The Supplier shall assess the environmental impact of the introduction of any new service, or any architecturally significant change to any existing Services, and feed that into the Change and Evaluation Management process.
06.13.07	2	The Supplier shall participate and contribute to post implementation reviews.
06.13.08	2	The Supplier shall utilise the Buyer's Change Management system / ITSM Toolset
06.14	1	Service Transition - Knowledge Management
06.14.01	2	The Supplier shall be responsible for the production, maintenance and assurance of up-to-date information for inclusion in the Buyer's service knowledge management system, to include: i) Methods to resolve Incidents; ii) Known errors; iii) Minimum data set information; iv) Self help articles; and v) Frequently asked questions.
06.14.02	2	When knowledge data relating to the Services in the Knowledge Management System is found to be inaccurate, incomplete or lacks integrity, the Supplier shall be responsible for making the Buyer aware and then, upon agreement, correcting or removing such data.

Statement of Requirements

06.14.03	2	Where required, the Supplier shall ensure they complete any required training in the use of the Buyer's Knowledge Management System.
06.14.04	2	The Supplier shall utilise the Buyer's Knowledge Management System / ITSM Toolset
06.15	1	Service Transition - Release and Deployment Management
06.15.01	2	The Supplier shall provide Release plan(s) covering a two (2) month rolling period to the Buyer.
06.15.02	2	The Supplier shall provide documentation to the Buyer, including: i) Release plans; ii) Release packages; and iii) Implementation activities.
06.15.03	2	The Supplier shall support the Buyer in maintaining and updating the Release schedule.
06.15.04	2	The Supplier shall work with the Buyer to plan and implement release activity to ensure that any business disruption is minimised.
06.15.05	2	The Supplier shall utilise the Buyer's Release and Deployment Management System / ITSM Toolset
06.16	1	Service Transition - Service Asset and Configuration Management
06.16.01	2	The Supplier shall ensure that Configuration Items relating to the Services are identified and their relationships recorded and reported to the Buyer in accordance with the Buyer's Service Asset and Configuration Management process.
06.16.02	2	The Supplier shall maintain accurate records of all Configuration Items and assets used to deliver the Services. This includes both Supplier owned and Buyer owned, Configuration Items and assets.
06.16.03	2	The Supplier shall utilise the Buyer's Definitive Media Library
06.16.04	2	The Supplier shall utilise the Buyer's Service Asset and Configuration Management System / ITSM Toolset

Statement of Requirements

06.16.05	2	The Supplier shall ensure that only software contained in the Definitive Media Library is deployed within the Buyer System.
06.16.06	2	The Supplier shall securely remove and dispose of assets identified as redundant and securely dispose of Removable Media.
06.16.07	2	The Supplier shall, at minimum, comply with the Buyer's minimum data set (schema) for Service Asset and Configuration Management.
06.17	1	Service Transition - Licence Management and Compliance
06.17.01	2	The Supplier shall be responsible for the provision and renewal of any Supplier Software and certificates used to deliver the service.
06.17.02	2	The Supplier shall capture, manage and monitor licence usage and, with reference to the information contained within the Definitive Media Library, ensure that such usage is legal and provides this information each Service Period to the Buyer. The information shall include: i) Product; ii) Edition; iii) Version details of the software licences consumed and utilisation; iv) Licence entitlement details including term; and v) Hardware information relevant to licence consumption, such as processor type and/or power, number of cores, and virtualisation configuration details.
06.17.03	2	The Supplier shall be responsible for the ongoing management and monitoring of licence usage in order to ensure that such usage is both legal, compliant and efficient, including the enablement of licence redeployment to minimise licence costs.
06.17.04	2	The Supplier shall ensure that software deployed as part of the service is efficiently, effectively and when possible automatically removed or redeployed across the IT Environment as required.
06.17.05	2	The Supplier shall allow the Buyer to request the installation and configuration of tools for the purpose of monitoring the presence of unauthorised or unlicensed Software.
06.17.06	2	The Supplier shall utilise the Buyer's Licence Management system / ITSM Toolset

06.17.07	2	The Supplier shall, unless agreed with the Buyer, consolidate versions of software to the latest versions listed within the Definitive Media Library.
06.18	1	Service Transition - Service Validation and Testing
06.18.01	2	For Service Validation and Testing, the Supplier shall be responsible for the planning, design, implementation, execution and reporting of: i) System Integration Testing; ii) Operational Acceptance Testing; iii) Service Acceptance Testing; iv) Unit/Component Testing; v) System Testing; and vi) Information Security Testing.
06.18.02	2	For Service Validation and Testing, the Supplier shall support the Buyer in the planning, design, implementation, execution and reporting of: i) User Acceptance Testing; ii) Service Management Acceptance Testing; and iii) Pilot Testing.
06.18.03	2	The Supplier shall identify an appropriately qualified Test Manager who shall be fully accountable for all Service Validation & Testing performed and/or supported by the Supplier during the Contract Period.
06.18.04	2	NOT USED
06.18.05	2	The Supplier shall, when required by the Buyer, produce a programme/project test strategy and/or project/release test plan and submit to the Buyer for approval.
06.18.06	2	The Supplier shall be responsible for the provision of an up to date record of all test results, including supporting evidence for any test that they are responsible for, irrespective of whether the tests were successful or unsuccessful.
06.18.07	2	NOT USED
06.18.08	2	The Supplier shall ensure that all test deliverables and Configuration Items it has created or modified, are managed to the required standard for example ISO29119 Software and Systems Engineering Software Testing

Statement of Requirements

06.18.09	2	The Supplier shall be responsible for supporting Other Suppliers in the testing of hardware, software and applications as requested by the Buyer. If the Buyer does require this element of the services, the Buyer shall issue a Project Request set out in Schedule S10.
06.18.10	2	The Supplier shall support any integration testing where the Products, systems or the Services interoperate with Other Suppliers as detailed in the Test Plan developed by the Buyer or Other Suppliers.
06.18.11	2	The Supplier shall ensure that interfaces with external service components are tested as early as possible to de-risk system integration testing.
06.18.12	2	The Supplier shall provide support as required by the Buyer and/or Other Suppliers to create phase/stage test plans.
06.18.13	2	The Supplier shall be responsible for supporting test assurance activities conducted by the Buyer and/or Other Suppliers, without adversely impacting the Test Success Criteria or Service Level performance criteria.
06.18.14	2	Unless otherwise agreed between the Buyer and the Supplier, the Supplier shall provide a Non-Live Environment where identified as necessary in the Test Strategy/Test Plan, and shall ensure that the Non-Live Environment is representative of the Live Environment.
06.18.15	2	The Supplier shall ensure that Non-Live Environments are treated as Deliverables and managed to the required standards for example time, cost and quality.
06.18.16	2	The Supplier shall make available the Supplier's Non-Live Environment to Other Suppliers, where requested by the Buyer.
06.18.17	2	The Supplier shall provide, maintain and support test management tool(s) for the purposes of delivering the Services enabling access for the Buyer as and when required.
06.19	1	Service Operation - Event Management
06.19.01	2	The Supplier shall provide defined event thresholds for the Services to the Buyer for approval. The Supplier will review the thresholds with the Buyer and change where agreed with the Buyer.
06.19.02	2	The Supplier shall be responsible for the investigation and resolution of any events that have exceeded a pre-defined event threshold.
06.19.03	2	The Supplier shall ensure that they follow the Buyer's service management policies, processes and procedures to apply corrective action taken to address an event and ensure the Buyer is informed and that the relevant records are updated.

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06.19.04	2	The Supplier shall utilise the Buyer's Event Management System
06.19.05	2	The Supplier shall be responsible for the investigation and resolution of Events, implementing automated recovery where possible, that have exceeded a pre-defined threshold.
06.20	1	Service Operation - Incident Management
06.20.01	2	The Supplier shall comply with the response and resolution times for Service Incidents and Security Incidents as set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
06.20.02	2	The Supplier shall ensure that the Buyers incident management policies, processes and procedures are adhered to, and that the Buyers ITSM Toolset is used to provide an audit trail relating to the management and resolution of Incidents.
06.20.03	2	The Supplier shall support and provide information to the Buyer and Other Suppliers , following the Buyer's incident management policies, processes and procedures to restore normal End To End Services or provide an approved Workaround during the resolution of Incidents.
06.20.04	2	The Supplier shall acknowledge all Incidents have the agreed Minimum Data Set recorded with the incident ticket. If data is missing then the Buyers Incident Management process should be followed.
06.20.05	2	The Supplier shall, following receipt of an Incident, schedule and perform resolution activities with the End User in accordance with the Buyer's Incident management process.
06.20.06	2	The Supplier shall update the Incident record with all relevant information within the Buyer's ITSM Toolset relating to the incident in accordance with the Incident management process.
06.20.07	2	The Supplier shall provide progress updates on all current incidents in accordance with the Buyer's Incident management process.
06.20.08	2	The Supplier shall ensure attendance to any technical Incident management bridge calls and management bridge calls (if necessary) with skilled and experienced staff who understand the service being provided.
06.20.09	2	The Supplier shall utilise the Buyer's Incident Management system.
06.21	1	Service Operation - Problem Management

Statement of Requirements

06.21.01	2	NOT USED
06.21.02	2	The Supplier shall develop, maintain and provide to the Buyer, for inclusion in the Knowledge Management System, information on workarounds; known errors; and problems related to the Services.
06.21.03	2	The Supplier shall resolve problems that have been assigned to them by the Buyer in accordance with Buyer's Service Management processes.
06.21.04	2	The Supplier shall provide status updates on problem resolution to the Buyer.
06.21.05	2	The Supplier shall attend problem reviews in accordance with the Buyer's Service Management processes.
06.21.06	2	The Supplier shall support the Buyer in problem analysis as requested including the provision of information relating to problem trends, volumes and resolutions.
06.21.07	2	The Supplier shall utilise the Buyer's Problem Management System
06.21.08	2	The Supplier shall provide the Buyer with all appropriate information on Incidents, problems, Known Errors and approved Workarounds.
06.22	1	Service Operation - Request Fulfilment
06.22.01	2	NOT USED
06.22.02	2	The Supplier shall notify the Buyer of any potential breach to the Service Levels relating to Service Requests.
06.22.03	2	The Supplier shall utilise the Buyer's Request Fulfilment system
06.23	1	Service Operation - Service Desk
06.23.01	2	The Supplier shall be responsible for liaising with the End Users in the event of an IT issue that they are assigned to resolve.
06.23.02	2	The Supplier shall ensure that all communications with End Users, analysis / investigations and recovery actions that have been taken to resolve the ticket are recorded in the appropriate record in the Buyer's ITSM Toolset.

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06.23.03	2	The Supplier shall ensure that the Supplier Personnel that interact with the Buyer's Service Desk are appropriately trained and are capable of working to the relevant standard.
06.23.04	2	The Supplier shall provide all relevant information requested by the Buyer to support the onboarding to the Buyer's Service Desk including: i) Knowledge Base Articles (Service Desk agent and End User); ii) Minimum data set information; iii) First time fix information; and iv) Material to support Service Desk agent training on the Services.
06.23.05	2	The Supplier shall provide a suitable capability for the Supplier logging, tracking and escalation of Incidents with the Buyer's Service Desk.
06.23.06	2	The Supplier shall co-operate with the Buyer's Service Desk in the lifecycle management of Incidents.
06.23.07	2	The Supplier will support the Buyer in managing any compliment, complaint or escalation in a timely manner.
06.23.08	2	The Supplier will ensure effective prioritisation of complaints and escalations, using an understanding of End User requirements to ensure a timely response, as well as proactively ensuring that lessons are learned to avoid the same complaints and escalations arising in the future.
06.24	1	NOT USED
06.25	1	Service Lifecycle Management - IT Service Management Toolset
06.25.01	2	The Supplier shall ensure that any Supplier Personnel are fully trained and capable in the use of the Buyer's ITSM Toolset for the relevant functions and processes.
06.25.02	2	The Supplier shall provide and maintain a list of Supplier Personnel who require access to the Buyer's ITSM Toolset and their required permission level.
06.25.03	2	The Supplier shall ensure that discovery and audit tools for any service components are configured to operational requirements of the Buyer's Service Management capabilities e.g. service asset and configuration management and capacity management functions and shall at all times remain compatible with the Buyer's ITSM Toolset.
06.25.04	2	The Supplier shall discuss and agree with the Buyer, which Services features can be delivered through the Buyer's self-service portal.

06.25.05	2	The Supplier shall create any documentation required by End Users in order to utilise the Services functions that are agreed to be delivered through the Buyer's self-service portal, submitting the documentation to the Buyer for approval.
06.25.06	2	The Supplier shall ensure that all self service capabilities that are presented to End Users shall be accessed via the Buyer's self-service portal unless otherwise agreed with the Buyer.
06.26	1	Service Lifecycle Management - Technical Management
06.26.01	2	The Supplier shall pro-actively monitor the IT Environment to address actual or potential changes in performance characteristics and compliance with the Service Levels.
06.26.02	2	Where there are any changes to Software used in the delivery of the Services, the Supplier shall inform the Buyer with reasonable notice in order to impact assess and mitigate any risks.
06.26.03	2	The Supplier must ensure that any equipment, hardware or software used in the provision of the Services will remain in service life support by the manufacturer for the Contract Period.
06.26.04	2	NOT USED
06.26.05	2	Where support for hardware, firmware or software used for the provision of the service is to be withdrawn during the Contract Period and within a 2 year period post end of the Contract Period, the Supplier shall notify the Buyer with reasonable time to ensure that a review commences and that replacement deliverable(s) are identified, tested and made available before the manufacturer withdraws support.
06.26.06	2	The Supplier shall co-ordinate with the Buyer and Other Suppliers of the Components / Configuration Items required for inclusion in builds necessary to ensure continuity of the service.
06.26.07	2	NOT USED
06.27	1	Service Lifecycle Management - Architecture Management
06.27.01	2	The Supplier shall provide Enterprise Architecture Services for their environments as contracted and ensure these are aligned to Good Industry Practice.
06.27.02	2	The Supplier shall provide Technical Documentation to describe the Deployed Architecture and make them available to the Buyer for Approval in accordance with the Implementation Plan.

Statement of Requirements

06.27.03	2	The Supplier shall update and maintain the Technical Documentation to describe the Deployed Architecture of the Services not less than annually following the Commencement Date.
06.27.04	2	The Supplier shall provide Deployed Architecture roadmaps for the Services with a three (3) year forecast, describing any change to the Services in order to maintain business operation and submit this to the Buyer for approval every 6 months.
06.27.05	2	NOT USED
06.27.06	2	The Supplier shall ensure that the Architecture governance services are aligned to Good Industry Practice.

06.27.07	2	The Supplier shall participate in all relevant Architecture governance activities and forums.
06.27.08	2	The Supplier shall ensure that any approved architectural dispensations, waivers, risks, issues and assumptions assigned to the Supplier are managed in alignment to Good Industry Practice. <small>Statement of Requirements</small>
06.27.09	2	The Supplier shall provide Architectural input relation to the Services, providing strategy and direction to the Buyer in accordance with Good Industry Practice.
06.27.10	2	The Supplier shall provide Architectural input relation to the Services, providing strategy and direction to the Buyer in accordance with the Standards.
06.28	1	Service Lifecycle Management – Collaboration
06.28.01	2	<p>The Supplier shall co-operate with any Other Supplier notified to the Supplier by the Buyer from time to time by providing:</p> <ul style="list-style-type: none"> i) reasonable information (including any Documentation); ii) advice; and iii) reasonable assistance, in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services, to support design, delivery and integration of processes and services from multiple suppliers to provide end to end services, and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Buyer and/or to any Replacement Supplier in accordance with the following collaborative working principles: <ul style="list-style-type: none"> • proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later"; • being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers; • where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers; • providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and • identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.
06.28.02	2	The Supplier shall work with the Buyer and Other Suppliers in the development, implementation and operation of intersupplier governance processes and meeting structures.
06.28.03	2	The Supplier shall escalate any issues with Other Suppliers, where the Supplier feels it is unable to resolve without intervention from the Buyer and or Other Suppliers in the Buyer's operating environment.

07	0	IT SECURITY MANAGEMENT
07.01	1	Security Risk Assurance and Governance – Compliance
07.01.01	2	The Supplier shall ensure that the Services and the Security Management Plan comply with Schedule S3 (Security Requirements) Part B and the Cyber and Technical Security Guidance.
07.01.02	2	The Supplier shall operate connections in line with the Code of Connection Standards outlined in the Cyber and Technical Security Guidance.
07.02	1	Security Risk Assurance and Governance - Compliance Reporting
07.02.01	2	The Supplier shall work with Other Suppliers to alert the Buyer within one Working Day where any connection is noncompliant with any applicable connection criteria, as defined in the Security Management Plan.
07.02.02	2	The Supplier shall, on request, provide evidence of compliance with the Cyber and Technical Security Guidance, as defined and agreed within the Security Management Plan.
07.02.03	2	The Supplier shall produce a report in advance of the Security Working Group, detailing compliance with the Security Management Plan, including specific focus risk remediation planning and any deviations of non-compliance with the plan.
07.03	1	Security Risk Assurance and Governance - Information Security Audit
07.03.01	2	The Supplier shall arrange independent reviews and assessments by a United Kingdom Accreditation Service (UKAS) accredited certification body to ensure certifications are maintained in line with the National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF).
07.03.02	2	The Supplier shall provide Status Reports to the Buyer on a Monthly basis. The date will be agreed with the Buyer to ensure the report is submitted in advance of the Security Working Group. As per the Security Management Plan, Status Reports shall be issued for new vulnerabilities, mitigations, or incidents, and shall also detail the action taken to mitigate and/or remediate the risk.
07.03.03	2	The Supplier shall provide the Buyer with reporting information (with regards to risk management) for the Services using the National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF). The Buyer will provide information upon request relating to risk, risk likelihood, risk impact and mitigating actions where required.

07.03.04	2	The Supplier shall acknowledge that the Buyer may conduct Information Security Audits at any time with reasonable notice.
07.04	1	Security Risk Assurance and Governance - Information Security Risk Management
07.04.01	2	The Supplier shall provide an updated version of the Security Management Plan, reflecting all agreed changes to the Buyer every three (3) months at minimum.
07.04.02	2	The Supplier shall include compliance with all defined retention periods in accordance with the Cyber and Technical Security Guidance.
07.04.03	2	The Supplier shall ensure the security risk management methodology is based on the National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF). The Supplier must be able to provide evidence at the request of the Buyer that any solution can achieve accreditation in line with the National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF) requirements.
07.04.04	2	The Supplier shall produce and maintain security Risk Treatment Plans in alignment with an agreed framework, including supporting Risk Mitigation Evidence Artefacts which provide evidence of risk mitigations.
07.04.05	2	The Supplier shall be required to obtain the Buyer's approval for the Risk Treatment Plan and Security Case Compliance Statements (including Risk Position Statements and supporting Risk Mitigation Evidence Artefacts), in respect of any of the Services in accordance with the timescales agreed with the Buyer.
07.04.06	2	The Supplier shall complete a review of the threats and risks to the Services when a Significant Change (as determined by the Buyer) to the Services has occurred. The Supplier shall provide a review to the Buyer within one (1) month of the Significant Change.
07.04.07	2	The Supplier shall ensure that threat and vulnerability analysis is determined by an Authoritative Independent Source and agreed with the Buyer.
07.05	1	Security Risk Assurance and Governance - Information Security Controls Baseline
07.05.01	2	The Supplier shall ensure that any necessary deviations from standard configurations shall be authorised by the Buyer, following the Buyer's Service Management Policies, Procedures and Processes prior to deployment, provisioning, or use.
07.06	1	Security Risk Assurance and Governance - Physical Security

07.06.01	2	The Supplier shall provide and maintain appropriate physical security measures for all physical hosts, physical network and physical data centre components of the Services, in-line with National Cyber Security Centre (NCSC) guidance, Cyber Assessment Framework (CAF) control requirements and the Cyber and Technical Security Guidance.
07.07	1	Security Risk Assurance and Governance - Cryptographic Management
07.07.01	2	The Supplier shall ensure that the storage of cryptographic material for the Services complies with the guidance in the Cyber and Technical Security Guidance, the Buyer's Cryptography Guidance and applicable National Cyber Security Centre (NCSC) Guidance.
07.07.02	2	The Supplier shall support the Buyer and Other Suppliers in the process to ensure cryptographic keys are managed in a secure manner, in accordance with National Cyber Security Centre (NCSC) guidance and the Cyber and Technical Security Guidance.
07.08	1	Security Risk Assurance and Governance - Data
07.08.01	2	The Supplier shall ensure that – subject to Requirement 07.08.02 – data will only be processed (including storage, processing, location, backup, viewing, modification, copying, or deletion) within the United Kingdom (UK) or the European Economic Area (EEA).
07.08.02	2	Where the Supplier proposes for data to be stored, processed, located, backed up, viewed, modified, copied or deleted from other legal jurisdictions, namely not within the United Kingdom (UK) nor the European Economic Area (EEA) then the Supplier shall request permission from the Buyer immediately and provide all necessary risk or data protection impact assessments as required at the request of the Buyer and comply with the requirements of Clause 34.5.4.
07.08.03	2	The Supplier shall comply with Data Protection Legislation in the delivery of the Services.
07.09	1	Security Awareness - Monitoring and reporting of security awareness training
07.09.01	2	The Supplier shall monitor and report to the Buyer, on the status and effectiveness of the security awareness education and training programme it provides.
07.10	1	Security Access Management - Access Management Services

07.10.01	2	The Supplier shall maintain a list of all active and suspended End Users, and maintain their access control to the Services, components of the Services or applications in accordance with the Cyber and Technical Security Guidance.
07.10.02	2	The Supplier shall ensure that any End User with an IT account that leaves the organisation has their account fully disabled and suspended promptly.
07.11	1	Security Protective Monitoring
07.11.01	2	The Supplier shall ensure the Services comply with the security log collection guide as defined in the Cyber and Technical Security Guidance.
07.11.02	2	NOT USED
07.11.03	2	The Supplier shall investigate and address security weaknesses and Incidents identified by protective monitoring in a timely and effective manner with agreement of the Buyer. These should ideally be in the form of a matrix table with high, medium and low thresholds defined by the Supplier.
07.12	1	Security Vulnerability Management - Detection and Reporting
07.12.01	2	The Supplier shall inform the Buyer of identified weaknesses even where the Buyer shares responsibility for the Services or system/s. The Supplier shall work with the Buyer to create a Risk Treatment Plan, to address shared risks.
07.12.02	2	The Supplier shall deploy their own vulnerability management tool and processes (e.g. Qualys/Rapid7), and configure access to devices and services to integrate with the Buyer's SOC (Security Operations Centre) as this capability is developed and deployed across the Buyer System.
07.13	1	Security Vulnerability Management - Remediation
07.13.01	2	The Supplier shall notify the Buyer of any technical vulnerabilities within the Services in a timely manner (ideally within 48 hours), in line with: industry wide best practice; the Buyer's Vulnerability Scanning and Patch Management Guidance, within the Cyber and Technical Security Guidance; and the UK National Cyber Security Centre (NCSC) Logging and Protective Monitoring Guidance.
07.14	1	Security Incident Management - Legal Surveillance
07.14.01	2	The Supplier shall provide the Buyer with access to Legally Authorised Surveillance (i.e. IT and communication logs) to the Supplier System and/or Buyer Data, to assist with police investigations, court orders and injunctions.

07.14.02	2	The Supplier shall provide the Buyer with Legally Authorised Surveillance access (i.e. IT and communication logs) to the Operating Environment and Buyer Data controlled by the Supplier to assist in the investigation of an End User of the Services (where required by the Buyer, and/or law enforcement agencies).
07.15	1	Security Incident Management - Investigation
07.15.01	2	The Supplier shall support the Buyer and Other Suppliers in developing a Terms of Reference (ToR) for security investigations for the Services, demonstrating the end to end process, and clearly outlining the boundaries and demarcation between Supplier and Buyer responsibilities. This shall be in the form of a Responsibilities Matrix.
07.16	1	Security Incident Management - Response
07.16.01	2	The Supplier shall maintain business continuity and disaster recovery plans to ensure that they can respond to and recover from incidents to maintain confidentiality, integrity and availability of the service.
07.17	1	Security CHECK Testing - Penetration Testing
07.17.01	2	The Supplier shall ensure that all systems processing data protectively marked OFFICIAL will be assessed under the National Cyber Security Centre (NCSC) CHECK scheme as part of the initial commissioning, after a Significant Change (as determined by the Buyer), or at least annually.
07.17.02	2	The Supplier shall support the Buyer and third party Specialist Security Services (i.e. penetration testing specialists) to deliver annual CHECK tests, and annual IT Health Checks as defined in the Cyber and Technical Security Guidance.
07.18	1	Security CHECK Testing - Penetration test scoping
07.18.01	2	The Supplier shall produce the Security Penetration Test Statement of Requirements and reporting requirements for their respective CHECK test request and IT Health Check, for approval by the Buyer.
07.18.02	2	The Supplier shall ensure that the scoping of penetration testing, is outlined in a Security Penetration Test Statement of Requirements, including the following: <ul style="list-style-type: none"> i) All relevant risk owners - outlining any areas of special concern; ii) Technical staff knowledgeable about the target system - outlining the technical boundaries of the IT Environment; and iii) A representative of the penetration test team.
07.19	1	Security CHECK Testing - Penetration Testing Remediation

07.19.01	2	The Supplier shall conduct proportionate remediation to address penetration test and IT Health Check findings in agreement with the Buyer. Timeframes should be based on the agreed level of residual risk found to be in place post analysis by the Supplier and the Buyer.
07.19.02	2	The Supplier shall remediate security penetration test and IT Health Check findings as soon as possible, in line with timeframes outlined in the Cyber and Technical Security Guidance, using risk based priority as agreed with the Buyer.
07.20	1	Security Digital Forensics
07.20.01	2	The Supplier shall support the Buyer and Other Suppliers to deliver Digital Forensics Services in compliance with the Forensic Principles outlined in the Cyber and Technical Security Guidance.
07.20.02	2	The Supplier shall provide support to the Buyer for Digital Forensic investigations, including access to Sites, Documentation and technical specialists.
07.21	1	Security Vetting
07.21.01	2	The Supplier shall ensure Supplier Personnel are vetted in-line with the Cyber and Technical Security Guidance, and shall adhere to the Buyer's policies and procedures for visits and access to Sites.
07.22	1	Anti-Virus
07.22.01	2	The Supplier shall deploy and manage secure anti-virus software on all Physical Devices and Virtual Devices, in-line with the Cyber and Technical Security Guidance, which shall include provision of monitoring and incident response to any instance where overall performance or operational delivery could be impacted.
08	0 IMPLEMENTATION	
08.01	1	Implementation - General
08.01.01	2	NOT USED
08.01.02	2	The Supplier shall plan, manage, and seamlessly deliver the orderly transition of Preceding Services to being provided as Services in accordance with the Detailed Implementation Plan.

08.01.03	2	The Supplier shall ensure that the Supplier's Implementation Plan describes its impact on: i) the service continuity; ii) the general operation of the business; and iii) any In-flight Projects including user migrations, having sought clarification where necessary from the Buyer in order that the Supplier can identify and assess the impact.
08.02	1	Initiate and Mobilisation
08.02.01	2	NOT USED
08.02.02	2	NOT USED
08.02.03	2	The Supplier shall keep the Buyer updated on resourcing needs and fulfilment.
08.02.04	2	The Supplier shall, as agreed in the Implementation Plan, provide a report that: i) is in the agreed format; ii) is provided on a weekly basis for review during a weekly meeting, unless another cadence is agreed; iii) provides updates to the Buyer on the progress of the implementation including on: <ul style="list-style-type: none"> • resourcing and mobilisation; • progress against Implementation Plan; and • RAID (risks, assumptions, issues and dependencies).
08.02.05	2	NOT USED
08.02.06	2	The Supplier shall, in accordance with the Implementation Plan, co-ordinate with the Buyer and providers of Preceding Services to develop a plan for knowledge transfer which shall support the delivery of a smooth and orderly transition.
08.02.07	2	The Supplier shall, in accordance with the Implementation Plan, provide the Buyer with a communication plan which addresses the approach to each stakeholder and stakeholder group. The Supplier shall engage with the Buyer to
		identify all relevant stakeholders and stakeholder groups to whom communications shall be required during transition in order to support a smooth and orderly transition.
08.02.08	2	The Supplier shall engage with the providers of Preceding Services, as per the plan for knowledge transfer, and acquire the knowledge required to deliver the transition from Preceding Services to the Services while maintaining continuity of service.

08.02.09	2	NOT USED
08.02.10	2	The Supplier shall, in accordance with the Implementation Plan, i) provide a report on the discovery, analysis and due diligence relating to the Preceding Services; ii) include findings in the report relating to the current state of the Buyer's solution components and supporting services relevant to delivering the Service; iii) inform the Buyer of any potential impact on the Services; and iv) engage with the Buyer to determine an agreeable solution to resolve issues as part of the Implementation Plan.
08.02.11	2	The Supplier shall, in accordance with the Implementation Plan, co-ordinate with the Buyer and the provider of Preceding Services whilst leveraging the Service Asset and Configuration Management System, to review and update the information in Annex D to accurately reflect the list of the Buyer's Devices to be managed by the Supplier in the delivery of the Services; the output of which, when agreed by the Buyer, shall be the Service Device Register.
08.03	1	People and Knowledge Transfer
08.03.01	2	The Supplier shall document, evidence, validate and test all processes and information gathered from knowledge transfer activities. The Supplier shall provide the documentation to the Buyer in an agreed format, and seek approval of the documentation from the Buyer.
08.04	1	Design and Delivery
08.04.01	2	The Supplier shall obtain approval from the Buyer's technical design authority for all technical and service designs, and any subsequent updates to them, prior to their implementation.
08.04.02	2	The Supplier shall produce and agree with the Buyer suitable training material and knowledge articles for, and undertake training with, the relevant supervisors, agents and administrators.

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08.04.03

- 2 The Supplier shall provide to the Buyer a Cutover Plan which covers the pre- and post- period of Operational Service Commencement, with a level of detail which provides the Buyer with assurance on the Supplier ability to meet Operational Service Commencement Date. This plan must include:
- i) the activities, timings and resources required to cutover from the Preceding Services to the Services

- ii) how the Supplier shall manage and control the activities to complete the cutover in a manner that minimises disruption to the End User; and
- iii) details on how roll back of the service will be enabled in the event of an unsuccessful cutover.

Statement of Requirements

08.04.04	2	<p>The Supplier shall, in accordance with the Implementation Plan, provide the Buyer with a third-party contracts report, which:</p> <ul style="list-style-type: none"> i) details the sub-contracts which support the delivery of the Preceding Services, and which the Supplier has identified as being required to support the Supplier in the delivery of the Services; ii) describes the status of these contracts and the Supplier's proposed action(s) for each of these contracts, including, where necessary, liaison with the providers of Preceding Services to co-ordinate activities required to transition the management of sub-contracts to the Supplier; iii) shall be baselined and agreed with the Buyer by the end of mobilisation; and iv) shall be updated by the Supplier with progress on activities and reviewed with the Buyer at the cadence agreed in the Implementation Plan.
08.04.05	2	Where requested by the Buyer, the Supplier shall support the Buyer with the closure of any In-flight Projects, in accordance with the In-flight Projects report and the process for agreeing Projects in accordance with Schedule S10 (Service Request and Projects).
08.04.06	2	NOT USED
08.04.07	2	<p>The Supplier shall contribute to and support Cutover readiness activities including the cutover readiness review(s), Service readiness review(s), confirming the completion of the Implementation activities and that the Supplier has all the requisite credentials, knowledge, and systems expertise to commence the scope of Services, including:</p> <ul style="list-style-type: none"> i) implementation status for post Operational Service Commencement Date operations; ii) day to day operational and Service Management readiness; iii) operational status of Service Management processes, tools, monitoring methods, events and alerts, sufficient to deliver Service Management capability for Operational Service Commencement; and iv) service continuity plans and evidence of testing. <p>Items i to iv are to be approved by the Buyer.</p>
08.04.08	2	The Supplier shall provide the Buyer, in a format agreed with the Buyer, a post-Operational Services Commencement report that includes a summary of the Operational Services Commencement activities carried out by the Supplier and the status of the Services, within forty-eight (48) hours of the Operational Service Commencement Date.
08.04.09	2	The Supplier shall provide the Buyer, in a format agreed with the Buyer, a final post-Operational Services Commencement report that includes a summary of the Operational Services Commencement activities carried out by the Supplier and the status of the Services, within five (5) Working Days of the Operational Service Commencement Date.

08.04.10	2	The Supplier shall provide Early Life Support for Services for an agreed period following the relevant Operational Services Commencement Date. The period for which Early Life Support will be delivered and the exit criteria for Early Life Support will be agreed with the Buyer in accordance with the Implementation Plan.
08.04.11	2	Following Early Life Support exit, the Supplier shall provide the Buyer with an Implementation closure report which details the completion of activities identified in the Implementation Plan, in accordance with dates set out in the Implementation Plan.
09	0	LEGACY APPLICATIONS
09.00	1	General
09.00.01	2	The Supplier shall work with the Buyer and Other Suppliers to enable the integration and support of Legacy Applications within the Buyer System, in line with the requirements of this Annex A.
09.00.02	2	NOT USED
09.00.03	2	The Supplier shall, in accordance with the Implementation Plan, document any non-standard and/or extended support requirements for each Legacy Application, co-ordinating with Buyer and Other Supplier(s) as required.
09.00.04	2	The Supplier shall co-ordinate with the Buyer to ensure that Legacy Applications have appropriate Client Presentation applied when presented on Client Devices.
09.01	1	NOT USED
09.01.01	2	NOT USED
09.02	1	Hardware & Peripherals Integration
09.02.01	2	The Supplier shall, for the Legacy Applications as identified in Annex B, where peripheral integration is required, provide drivers and supporting software to Other Suppliers such that they can be integrated into the build in accordance with 05.01.29.
09.03	1	Application Packaging and Deployment
09.03.01	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide and manage application packaging, provisioning and distribution, in accordance with the requirements set out in 05.01.27 and 05.01.28.

Statement of Requirements

09.03.02	2	The Supplier shall co-ordinate with the Buyer and Other Supplier(s) to ensure the End-to-End Services that support Legacy Applications are Fully Functional.
09.03.03	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide relevant software, patches and updates to the Buyer and work with the Buyer to deliver end-to-end application functionality in accordance with 05.01.29.
09.04	1	Integration Testing
09.04.01	2	The Supplier shall provide support to the Buyer for the Buyer's integration testing of EUCS components as part of End-to-End Services for Legacy Applications.
09.05	1	Application Integrations
09.05.01	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide directory services integration in line with identity and access management requirements set out in 04.01 (User Access) and 04.02 (Active Directory) of this Annex A.
09.05.02	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide database integration in line with requirements set out in 05.02.07 (Centralised Platform Services) and 05.03.10 (Distributed Platform Services) of this Annex A.
09.05.03	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide shared storage integration in line with requirements set out in 05.04 (Storage) of this Annex A.
09.06	1	Hosting Support
09.06.01	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide hosting support services in line with requirements set out in 05. Technical Infrastructure of this Annex A.
09.07	1	Help Desk Support
09.07.01	2	The Supplier shall respond to requests from the Buyer and Other Suppliers for triage and issue resolution for tickets relating to the Supplier support of Legacy Applications.
09.08	1	PKI

09.08.01	2	The Supplier shall, for the Legacy Applications as identified in Annex B, provide PKI services in line with requirements set out in 04.03 PKI of this Annex A.
09.09	1	Decommissioning
09.09.01	2	The Supplier shall support the disposal and decommissioning of a Legacy Application at the request of the Buyer. If the Buyer does require this element of the services, the Buyer shall issue a Project Request set out in Schedule S10.
09.10	1	NOT USED
09.11	1	NOT USED
09.12	1	NOT USED
09.13	1	NOT USED
09.14	1	NOT USED
09.15	1	Digital Audio and Recording Services
09.15.01	2	NOT USED
09.15.02	2	The Supplier shall co-ordinate with the Buyer and Other Suppliers as required to ensure the delivery, support and incident resolution of the Digital and Audio Recording Services. In the context of this requirement, Other Suppliers shall include: i) the Other Supplier(s) responsible for the provision of 1st line support services; ii) the Other Supplier responsible for the provision of the application management service; and iii) the Other Supplier responsible for the provision of audio and video equipment.
09.15.03	2	NOT USED
09.15.04	2	NOT USED
09.15.05	2	The Supplier shall, co-ordinating with the Buyer and Other Suppliers, deploy and install Physical Devices and Virtual Devices to support the delivery of the Digital and Audio Recording Service.

09.15.06	2	The Supplier shall co-ordinate with the Buyer to ensure that Client Devices used in the provision of Digital and Audio Recording Services are appropriately integrated with the End to End Services, including mid-tier Servers – i.e. hardware, virtual host/management, virtual application, virtual instance, storage, Digital and Audio Recording applications, server operating system.
09.15.07	2	The Supplier shall ensure that the Digital Audio Recording Services provided are scalable (including expansion of the DAR service at the Buyer's request at existing Buyer Premises and new Buyer Premises, number of End Users) whilst maintaining service performance.
09.15.08	2	The Supplier shall take snapshot clone backups of the virtual machines running on the mid-tier Servers, in line with the requirements set out in 05.03 (Distributed Platform Services) and 05.05 (Backup and Recovery Services) of this Annex A. Snapshots shall be taken nightly and stored locally on a separate disk array storage (DAS).
09.16	1	Robotic Process Automation (OPTIONAL SERVICE)
09.16.01	2	The Supplier shall manage the Robotic Process Automation maintenance tasks. This shall include but not be limited to; <ul style="list-style-type: none"> i) Daily re-boot schedule of Robotic Process Automation Azure Virtual Desktops; and ii) Auto-deletion of processes of UiPath Orchestrator (i.e., queue items, logged messages, robot license logs, audit log and audit log entities clean-up, actions clean-up, ledger clean-up and elastic search).
09.16.02	2	The Supplier shall provide support for the Robotic Process Automation service, the associated Azure Windows Virtual Desktops and integration with the End to End service to ensure it is Fully Functional.
09.16.03	2	The Supplier shall, with support of the Buyer, develop and support an issue logging processes and monitoring via Nexthink.
09.16.04	2	The Supplier shall provide to the Buyer on a monthly basis, an insight report on Azure Windows Virtual Desktop performance for Robotic Process Automation solution. This report shall include but not be limited to: i) Database consumption <ul style="list-style-type: none"> ii) Azure Virtual Desktop's performance; and iii) Storage and database consumption.

09.16.05	2	<p>The Supplier shall support the Robotic Process Automation tasks as requested by the Buyer and create associated catalogue request items. This support shall include but not be limited to;</p> <ul style="list-style-type: none"> i) New robotic user set up; ii) Install and configure Robotic Process Automation on Azure Virtual Desktops; iii) Change machine licence keys; iv) Auto-deletion of processes of UiPath Orchestrator (e.g. queue items, logged messages, robot license logs, audit log and audit log entities clean-up, actions clean-up, ledger clean-up and elastic search); and v) Decommission Azure Virtual Desktops Robotic Process Automation. <p>If the Buyer does require any element of the services described in 09.16.05, the Buyer shall issue a Project Request as per S10.</p>
09.17	1	Trados and MultiTerm
09.17.01	2	The supplier shall provide hosting support services in line with requirements set out in 05: Technical infrastructure of this Annex A.
09.17.02	2	<p>The Supplier shall respond to requests from the Buyer and Other Suppliers for triage and issue resolution for tickets relating to the Supplier support of Trados and MultiShare, including:</p> <ul style="list-style-type: none"> i) Active Directory integration; ii) Restarting the EUCS back end server; iii) Restarting the SDL Trados Groupshare 2017 database and associated services; iv) Identifying potential SQL / database issues and passing them to the relevant team; v) Intelligent Hands; and vi) Extract logs.

Annex B

Redacted

Annex C

STANDARDS COMPLIANCE REQUIREMENT

01. DEFINITIONS

a. In this annex, the following definitions shall apply:

“Standards Hub” the Government’s open and transparent Standards adoption process as documented at <http://standards.data.gov.uk/>; and

“Suggested Challenge” a submission to suggest the adoption of new or emergent Standards in the format specified on Standards Hub.

02. GENERAL

- a. Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent Standards which could affect the Supplier’s provision, or the Buyer’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- b. Where a new or emergent Standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Buyer’s receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- c. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

- d. Additional Standards (other than those described in paragraphs 3, 4, 5, 6, 7 and 8 of this Annex C and elsewhere in the Contract) relevant to the provision of Services can be found in paragraph 9 of this requirement and where any new or emergent Standards are agreed between Parties, these shall be included in paragraph 9.

3. TECHNOLOGY AND DIGITAL SERVICES PRACTICE

- a. The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-ofpractice.html>.

4. OPEN DATA STANDARDS & STANDARDS HUB

- a. The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of Standards for software interoperability, data and document formats in the IT Environment.
- b. Without prejudice to the generality of paragraph Where a new or emergent Standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent Standard., the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier System where there is a requirement under this Contract or opportunity to use a new or emergent Standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the IT Environment, Supplier System and Government's IT infrastructure and the suggested open standard.
- c. The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/openstandards-principles/open-standards-principles>, as they relate to the specification of Standards for software interoperability, data and document formats in the IT Environment. to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.

5. TECHNOLOGY ARCHITECTURE STANDARDS

- a. The Supplier shall produce full and detailed technical architecture documentation for the Supplier System in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable.

6. ACCESSIBLE DIGITAL STANDARDS

- a. The Supplier shall comply with (or with equivalents to):
 - the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
 - ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.

07. SERVICE MANAGEMENT SOFTWARE & STANDARDS

- a. Subject to Paragraphs **GENERAL** to **OPEN DATA STANDARDS & STANDARDS HUB** (inclusive), the Supplier shall reference relevant industry and HM Government Standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
 - (a) ITIL v3, as a minimum;
 - ISO/IEC 20000-1 2018 “Information technology — Service management – Part 1”;
 - ISO/IEC 20000-2 2019 “Information technology — Service management – Part 2”;
 - ISO 10007: 2017 “Quality management systems – Guidelines for configuration management”; and
 - ISO 22313:2020 “Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301” and, ISO/IEC 27031:2011 and ISO 22301:2019.
 - b. For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If

such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

08. HARDWARE SAFETY STANDARDS

- a. The Supplier shall comply with those BS or other Standards relevant to the provision of the Services, including the following or their equivalents:
 1. any new hardware required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
 2. any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following Standard: BS EN IEC 62368-1:2020+A11:2020 or any subsequent replacements;
 3. any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2014 or any subsequent replacements; and
 4. any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- b. Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Contract in accordance with the relevant health and safety regulations.

09. OTHER STANDARDS

- a. The Supplier shall comply with the Standards and policies listed in the table below:

#	Standard
1	<p>Statement of Requirements</p> <p>Payment Card Industry Data Security Standard (PCI DSS) v4.0 as documented at: https://listings.pcisecuritystandards.org/documents/PCI-DSS-v4.0.pdf</p>
2	<p>MoJ Justice Digital Strategy as documented at: https://www.gov.uk/government/publications/ministry-of-justice-digital-strategy-2025</p>

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3	<p>MoJ Cyber and Technical Security Guidance as documented at: https://security-guidance.service.justice.gov.uk</p>
4	<p>NCSC Guidance as documented at: https://www.ncsc.gov.uk/section/advice-guidance/all-topics</p>
5	<p>NCSC Cyber Assessment Framework as documented at: https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework</p>
6	<p>MoJ ICT Physical Infrastructure Standards</p> <p>Version 4.1 uploaded onto the e-Sourcing portal</p>
7	<p>HMG Security Policy Framework as documented at: https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</p>
8	<p>MoJ Acceptable Use Policy as documented at: https://security-guidance.service.justice.gov.uk/acceptable-use-policy/#acceptable-use-policy</p>

9	Government Functional Standard GovS 007 as documented at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1016424/GovS_007https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1016424/GovS_007- Security.pdf Security.pdf
10	NCSC PKI Principles as documented at: https://www.ncsc.gov.uk/collection/in-house-public-key-infrastructure/pki-principles
11	Record Retention and Disposition Guidance as documented at: Record retention and disposition schedules - GOV.UK (www.gov.uk)

Annex D

Please see the following document: **“Prj_5722_EUC Platforms and Legacy Services_Statement of Requirements_Annex D”**

Attachment 2 – Charges and Invoicing

Part A - Milestone Payments and Delay Payments

See Annex A of Schedule 2 (Charges and Invoicing)

Part B – Service Charges and Project Charges

See Annexes B, C, E, F and J of Schedule 2 (Charges and Invoicing) and Part B of Schedule 2 (Charges and Invoicing)

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

See Annex D of Schedule 2 (Charges and Invoicing)



Crown
Commercial
Service

Part D – Risk Register

Security Classification (Official)
Contract for the provision of EUC Platform and Legacy Services

REDACTED

Part E – Early Termination Fee(s)

See Part E of Schedule 2 (Charges and Invoicing).



Attachment 3 – Outline Implementation Plan

See Annex 1 of Schedule S1 (Implementation Plan)

Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

See Annexes 1, 2, 3 and 4 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

Service Credit Cap

See Part A of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and as defined in paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

Critical Service Level Failure

See Part D (Critical Service Level Failure) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
REDACTED	Service Delivery Manager	Contract Period
REDACTED	Test Manager	Contract Period
REDACTED	Supplier Representative(s)	Contract Period
REDACTED	Principal Services Manager	Contract Period
REDACTED	Chief Technology Architect	Contract Period
REDACTED	Transition Manager	Achievement of Milestone 7
REDACTED	Landscape Architect	Contract Period
REDACTED	Contract Manager	Contract Period

Part B – Key Sub-Contractors

None.

Attachment 6 – Software

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:
REDACTED

Part B – Third Party Software

The Third Party Software shall include the following items:
REDACTED

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	Dun and Bradstreet 5A4 (Risk Rating 10 out of 100)	Dun and Bradstreet – 10
	Company Watch – 11	Company Watch – 25 out of 100
Guarantor	Dun and Bradstreet 5A4 (Risk Rating 36 out of 100)	Dun and Bradstreet - 10

PART B – RATING AGENCIES

- . Dun and Bradstreet
- . Company Watch

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

Not applicable

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

See the Boards listed in Schedule 7 (Governance)

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 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 Schedule shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: REDACTED
2. The contact details of the Supplier's Data Protection Officer are: REDACTED
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of the Controller and Processor	<p>The Buyer or Service Recipient (where relevant) is Controller and the Supplier is Processor, except as described below. The processing carried out by the Processor is described in this Attachment 9.</p> <p>The Parties acknowledge that the Buyer, Service Recipient and Supplier will each be acting as a Controller in relation to the provision of Staffing Information by the Supplier to the Buyer, as required in accordance with Schedule S4 (Staff Transfer).</p>
Subject matter of the processing	The processing is needed in order to provide the Services.
Duration of the processing	The Contract Period and (to the extent relevant) the Termination Assistance Period.
Nature and purposes of the processing	<p>The Processor will only process Personal Data to perform the Services pursuant to the Call-Off Contract, and as further instructed by the Controller in its use of the Services. The nature of the processing is as described in the Services and includes any operation such as collection, disclosure by transmission, recording, organisation, structuring, storage, retrieval, use, restriction, erasure or destruction of data.</p> <p>The purpose of the processing is to enable the Buyer and the Supplier to deliver the Services to the End Users.</p>
Type of Personal Data being processed	<p>Staff personal data including but not limited to:</p> <ul style="list-style-type: none"> • Names • Locations (Home and Office) • Disabilities • IP addresses • PC hostnames • Usernames/IDs • Email addresses (personal and business) • Statistics and management information • Workforce management data (shift allocation, holidays)



	<ul style="list-style-type: none">• Phone numbers including mobile phone numbers• Details of supervisor or manager <p>Other Members of the public personal data including but not limited to:</p> <ul style="list-style-type: none">• Court Room Audio/Video and Transcripts• Conviction records• Prison records• Medical information• Pay information• Personal addresses• Employment details• Phone numbers inc mobile phone numbers
Categories of Data Subject	Buyer Personnel and Supplier Personnel. Members of the public
International transfers and legal gateway	Personal data shall be processed in UK/EEA. The UK Government has declared that the European Economic Area is adequate for data protection purposes. Transfers of personal data outside of the UK/EEA shall be handled in accordance with Clause 34.5.4.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>Any Personal Data processed at the end of the Contract Period and (to the extent relevant) the Termination Assistance Period are to be handled in accordance with Clause 34.5.5 of the Call-Off Terms.</p> <p>The Processor shall ensure that during the Contract Period the Services comply with the Buyer's handling and retention requirements set out in this Call-Off Contract and as instructed by the Buyer to the Processor from time to time.</p>

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Charges	As set out in Schedule 2 (Charges and Invoicing)	As set out in Schedule 2 (Charges and Invoicing)	Monthly
Key Sub-Contractors	As set out in clause 38 and 39	As set out in clause 38	Quarterly
Technical	To be agreed between the Parties during implementation	To be agreed between the Parties during Implementation	Monthly
Performance management	<p>As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)</p> <p>The Supplier agrees that Social Value KPI information may be published by the Buyer where appropriate as required by policy determined under the Public Services (Social Value) Act 2013</p>	As set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring)	Monthly



Attachment 11 - Supplier's Call-Off Tender

REDACTED



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

Security Classification (Official)

Contract for the provision of EUC Platform and Legacy Services

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOTS 2, 3 AND 5 CALL OFF TERMS

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1. DEFINITIONS

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call Off Terms and in particular Schedule 1 (Definitions).
- 1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.
- 1.3 If there is any conflict between the meaning given to an expression in ITIL and the meaning given to the expression in Schedule 1 (Definitions), then the meaning given to that expression in Schedule 1 (Definitions) shall apply.
- 1.4 Clause 2.1.9 shall apply to ITIL expressions that may be used in this Contract with a capital first letter, but which are listed in ITIL with a lower-case first letter.

2. INTERPRETATION

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

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

2.1.9 the expressions listed in ITIL shall have the meanings given to them in ITIL.

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

2.2.1 the Framework, except Framework Schedule 18 (Tender);

2.2.2 the Order Form, except the Supplier’s Call Off Tender;

2.2.3 these Call Off Terms;

2.2.4 Framework Schedule 18 (Tender); and

2.2.5 the Supplier’s Call Off Tender.

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

3. **GUARANTEE**

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S8 (Guarantee).

4. **DUE DILIGENCE**

4.1 The Supplier acknowledges that:

- 4.1.1 the Buyer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Contract;
- 4.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;

- 4.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Buyer before the Commencement Date) of all relevant details, including but not limited to, details relating to the:
- (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Buyer;
 - (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Buyer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements 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 Services; and
- 4.1.4 it has advised the Buyer in writing of:
- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract, including the Services Specification and/or Buyer Responsibilities, as applicable.

- 4.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:
- 4.2.1 any unsuitable aspects of the Operating Environment; and/or
 - 4.2.2 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

5. WARRANTIES AND REPRESENTATIONS

- 5.1 Each Party warrants and represents that:
- 5.1.1 it has full capacity and authority to enter into and to perform this Contract;
 - 5.1.2 this Contract is executed by its duly authorised representative;
 - 5.1.3 there are no actions, suits or proceedings or regulatory investigation before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its

Affiliates) that might affect its ability to perform its obligations under this Contract; and

- 5.1.4 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

5.2 The Supplier warrants and represents that:

- 5.2.1 it is validly incorporated, organised and subsisting in accordance with the Law of its place of incorporation;
- 5.2.2 it has all necessary consents and regulatory approvals to enter into this Contract;
- 5.2.3 it has notified the Buyer in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
- 5.2.4 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- 5.2.5 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- 5.2.6 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its Tender, its Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Buyer in writing prior to the date of this Contract;
- 5.2.7 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;

- 5.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract; and
- 5.2.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.
- 5.3 Each of the representations and warranties set out in Clauses 5.1 and 5.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Contract.
- 5.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 5.5 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Buyer may have in respect of breach of that provision by the Supplier.
- 5.6 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

6. CONTRACT PERIOD

- 6.1 This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall expire:
 - 6.1.1 at the end of the Initial Term (as specified in the Order Form); or
 - 6.1.2 if the Buyer elects to extend the Initial Term by giving the Supplier at least ninety (90) days' notice before the end of the Initial Term, at the end of the notified Extension Period.

7. IMPLEMENTATION

Quality Plans

- 7.1 The Supplier shall develop, within 30 Working Days (or such other date as agreed between the Parties) of the Commencement Date, quality plans that ensure that all aspects of the Services 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**").
- 7.2 The Supplier shall obtain the Buyer Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Buyer's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its

responsibility for ensuring that the Services are provided to the standard required by this Contract.

7.3 Following the approval by the Buyer of the Quality Plans:

- 7.3.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and
- 7.3.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

Implementation Plan

7.4 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S1 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan.

7.5 The Supplier shall:

- 7.5.1 comply with the Implementation Plan (if any);
- 7.5.2 ensure that each Milestone (if any) is Achieved on or before the Milestone Date.

Delays and Delay Payments

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

- 7.6.1 it shall:
 - (a) 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; and
 - (b) include in its notification an explanation of the actual or anticipated impact of the Delay; and
 - (c) comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - (d) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
- 7.6.2 if the Delay or anticipated Delay relates to a Milestone Clauses 7.7 and 7.8 below shall apply.

- 7.7 If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing) shall apply in relation to the payment of Delay Payments.
- 7.8 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:
- 7.8.1 the Buyer is entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); or
- 7.8.2 the Delay exceeds the Delay Deduction Period.

Testing and Achievement of Milestones

- 7.9 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S2 (Testing Procedures) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

8. PROVISION AND RECEIPT OF THE SERVICES

Standards of Services

- 8.1 The Supplier shall ensure the Services:
- 8.1.1 comply in all respects with the Services Specification set out or referred to in Attachment 1 (Services Specification) of the Order Form; and
- 8.1.2 are supplied in accordance with the provisions of this Contract.
- 8.2 The Supplier shall perform the Services under this Contract in accordance with:
- 8.2.1 all applicable Laws;
- 8.2.2 Good Industry Practice;
- 8.2.3 the Standards;
- 8.2.4 the Security Policy (if so required by the Buyer);
- 8.2.5 the ICT Policy (if so required by the Buyer);
- 8.2.6 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 8.2.1 to 8.2.5.
- 8.3 The Supplier shall take reasonable steps to ensure that in the performance of its obligations under this Contract it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 8.4 The Buyer shall comply with its Buyer Responsibilities set out in the Order Form.
- 8.4A Subject to Clauses 2.2 and 2.3, the Supplier shall comply with the Supplier's Call Off Tender at all times.

- 8.4B The Supplier shall comply with the requirements set out in Schedule S12 (Corporate Social Responsibility).
- 8.4C The Supplier shall provide the Services for the benefit of the Buyer and the Service Recipients.

Supplier Covenants

- 8.5 The Supplier shall:
- 8.5.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;
 - 8.5.2 save to the extent that obtaining and maintaining the same are Buyer Responsibilities and subject to Clause 49 (Change), obtain, and maintain throughout the duration of this Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
 - 8.5.3 ensure that:
 - (a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
 - (b) the release of any new Software or Upgrade to any Software 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 Software or Upgrade;
 - (c) 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;
 - (d) any products or services recommended or otherwise specified by the Supplier for use by the Buyer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the requirements of the Buyer; and
 - (e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Buyer) and will be Euro Compliant;
 - 8.5.4 minimise any disruption to the Services, the IT Environment and/or the Buyer's operations when carrying out its obligations under this Contract;

- 8.5.5 ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- 8.5.6 co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Buyer and/or to any Replacement Supplier in accordance with the following collaborative working principles:
- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - (b) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
 - (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with such Other Suppliers;
 - (d) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and
 - (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle;
- 8.5.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier;
- 8.5.8 unless it is unable to do so, assign to the Buyer on the Buyer's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 8.5.7;
- 8.5.9 provide the Buyer with such assistance as the Buyer may reasonably require during the Contract Period in respect of the supply of the Services; and
- 8.5.10 gather, collate and provide such information and co-operation as the Buyer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;
- 8.5.11 ensure that neither it, nor any of its Affiliates, embarrasses the Buyer or otherwise brings the Buyer into disrepute by engaging in any act or

omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Buyer.

- 8.6 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.
- 8.7 Without prejudice to Clauses 23.2 and 23.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Buyer howsoever arising the Supplier shall:
 - 8.7.1 remedy any breach of its obligations in Clauses 8.5.2 to 8.5.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Buyer or within such other time period as may be agreed with the Buyer (taking into account the nature of the breach that has occurred);
 - 8.7.2 remedy any breach of its obligations in Clause 8.5.1 and Clauses 8.5.5 to 8.5.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Buyer;
 - 8.7.3 meet all the costs of, and incidental to, the performance of such remedial work.

Specially Written Software

- 8.8 The Supplier warrants to the Buyer that all components of the Specially Written Software shall:
 - 8.8.1 be free from material design and programming errors;
 - 8.8.2 perform in all material respects in accordance with the relevant specifications contained in the Order Form and Documentation; and
 - 8.8.3 not infringe any Intellectual Property Rights.

Continuing Obligation to Provide the Services

- 8.9 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:
 - 8.9.1 any withholding or deduction by the Buyer of any sum due to the Supplier pursuant to the exercise of a right of the Buyer to such withholding or deduction under this Contract;
 - 8.9.2 the existence of an unresolved Dispute; and/or
 - 8.9.3 any failure by the Buyer to pay any Charges,unless the Supplier is entitled to terminate this Contract under Clause 35.2 (Supplier Termination Right) for failure to pay undisputed Charges.

Optional Services

- 8.10 The Buyer may require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Buyer is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Buyer from receiving services that are the same as or similar to the Optional Services from any third party.
- 8.11 If a Change Request is submitted, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Change Request, provide details of the impact (if any) that the proposed Change will have on the relevant Optional Services.
- 8.12 Following receipt of the Buyer's notice pursuant to Clause 8.10:
- 8.12.1 the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Change Control Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;
 - 8.12.2 any additional charges for the Optional Services shall be incorporated in the Charges as specified in Paragraph 8 of Part A of Schedule 2 (Charges and Invoicing); and
 - 8.12.3 the Supplier shall provide the relevant Optional Services to meet or exceed the applicable Service Level Target(s) applicable to the Optional Services as set out in Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

9. SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

- 9.1 The Parties shall comply with the provisions of Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- 9.2 The Supplier shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level.
- 9.3 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring), 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.
- 9.4 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 Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- 9.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 9.5.1 the Supplier has exceeded the Service Credit Cap; and/or
 - 9.5.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Failure Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel;
 - (c) results in the corruption or loss of any Buyer Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 9.5.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);
- 9.6 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:
 - 9.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Commencement Date;
 - 9.6.2 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;
 - 9.6.3 there is no change to the Service Credit Cap; and
 - 9.6.4 the Buyer may recalibrate all or some of the other Service Levels proportionately so that that the weighting of Service Level Performance Measures remain proportionate (for the avoidance of doubt, such recalibration does not apply to the introduction of Service Levels relating to Optional Services).

10. CRITICAL SERVICE LEVEL FAILURE

- 10.1 On the occurrence of a Critical Service Level Failure:
 - 10.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 10.1.2 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 Clause 10 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 as a result of such Critical Service Level Failure.

11. SUPPLIER PERSONNEL

Supplier Personnel

- 11.1 The Supplier shall:

- 11.1.1 provide in advance of any admission to Buyer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Buyer may reasonably require;
- 11.1.2 ensure that all Supplier Personnel involved in the performance of this Contract:
 - (a) are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule S3 (Security Requirements), where used; and
 - (c) comply with any reasonable instructions issued by the Buyer from time to time (including, if so required, the ICT Policy);
- 11.1.3 subject to Schedule S4 (Staff Transfer) where used, retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Buyer;
- 11.1.4 be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier;
- 11.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 11.1.6 replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- 11.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 11.1.8 procure that the Supplier Personnel shall vacate the Buyer Premises immediately upon the termination or expiry of this Contract.
- 11.2 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:
 - 11.2.1 refuse admission to the relevant person(s) to the Buyer Premises; and/or
 - 11.2.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered.

Key Supplier Personnel

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

unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

Employment Liabilities

11.8 The Parties agree that:

11.8.1 the Supplier shall both during and after the Contract Period indemnify the Buyer against all Employment Liabilities that may arise as a result of any claims brought against the Buyer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and

11.8.2 the Buyer shall both during and after the Contract Period indemnify the Supplier against all Employment Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

12. STAFF TRANSFER

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S4 (Staff Transfer).

13. STANDARDS

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

14. EQUIPMENT AND MAINTENANCE

Supplier Equipment

14.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

14.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

14.3 Subject to any express provision of the BCDR Plan (if any) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Contract, including the Service Levels.

Maintenance

- 14.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the “**Maintenance Schedule**”) which shall be agreed with the Buyer. Once the Maintenance Schedule has been agreed with the Buyer Representative, the Supplier shall only undertake such planned maintenance (which shall be known as “**Permitted Maintenance**”) in accordance with the Maintenance Schedule.
- 14.5 The Supplier shall give as much notice as is reasonably practicable to the Buyer Representative prior to carrying out any Emergency Maintenance.
- 14.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment 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 IT Environment and the Services.

Supply of Goods

- 14.7 Where, as part of the Services, the Supplier is to sell goods or equipment (“**Goods**”) to the Buyer:
- 14.7.1 the relevant Goods and their prices shall be as set out in the Order Form;
 - 14.7.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;
 - 14.7.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 14.7.4 if following inspection or testing the Buyer considers that the Goods do not conform with the relevant specification, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and
 - 14.7.5 without prejudice to any other rights or remedies of the Buyer:
 - (a) risk in the Goods shall pass to the Buyer at the time of delivery; and
 - (b) ownership of the Goods shall pass to the Buyer at the time of payment.

15. CHARGES AND INVOICING

Charges and Invoicing

- 15.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Buyer shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 2 (Charges and Invoicing).

- 15.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 7.9 (Testing and Achievement of Milestones), 29 (Records and Audits), 41 (Transparency and Freedom of Information), 34 (Protection of Personal Data) and, to the extent specified therein, Clause 31 in respect of step-in.
- 15.3 If the Buyer fails to pay any undisputed Charges properly invoiced under this Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

VAT

- 15.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
- 15.5 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 15.5 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.

Set-off and Withholding

- 15.6 The Buyer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 15.7 If the Buyer wishes to exercise its right pursuant to Clause 15.6 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Buyer's reasons for withholding or retaining the relevant Charges.

16. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 16.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:
- 16.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - 16.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection

with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.

16.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 16.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:

16.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 16.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;

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

- (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
- (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 16.1 or confirms that the Worker is not complying with those requirements;

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

17. BENCHMARKING AND CONTINUOUS IMPROVEMENT

17.1 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S5 (Benchmarking) in relation to the benchmarking of any or all of the Services.

17.2 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S7 (Continuous Improvement) in relation to the continuous improvement of the Services.

18. FINANCIAL DISTRESS

The Parties shall comply with the provisions of Schedule 8 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

19. LIMITATION OF LIABILITY

Unlimited Liability

19.1 Neither Party limits its liability for:

19.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

- 19.1.2 fraud or fraudulent misrepresentation by it or its employees;
 - 19.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 19.1.4 any liability to the extent it cannot be limited or excluded by Law.
- 19.2 The Supplier's liability in respect of the indemnities in Clause 15.5 (VAT), Clause 11.8.1 (Employment Indemnity), Clause 16.1.2 (Income Tax and National Insurance Contributions), Clause 23 (IPR Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) be unlimited.
- 19.3 The Buyer's liability in respect of the indemnities in Clause 11.8.2 (Employment Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) shall be unlimited.

Financial and other limits

- 19.4 Subject to Clauses 19.1 and 19.2 and Clauses 19.7:

- 19.4.1 the Supplier's aggregate liability in respect of loss of or damage to the Buyer Premises or other property or assets of the Buyer and/or a Service Recipient (including technical infrastructure, assets or equipment but excluding any loss or damage to the Buyer Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;
- 19.4.2 the Supplier's aggregate liability in respect of loss of or damage to Buyer Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;
- 19.4.3 the Supplier's aggregate liability in respect of all:
 - (a) Service Credits; and
 - (b) Compensation for Critical Service Level Failure;incurred in any Service Period shall be subject to the Service Credit Cap; and
- 19.4.4 the Supplier's aggregate liability in respect of all other Losses incurred by the Buyer and/or a Service Recipient under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (a) in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges;
 - (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and

- (c) in relation to Defaults occurring after the end of the Contract Period, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period,

provided that where any Losses referred to this Clause 19.4.4 have been incurred by the Buyer and/or a Service Recipient as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such Clause to 150% shall be deemed to be references to 200%.

19.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 19.4.4.

19.6 Subject to Clauses 19.1 and 19.3 and Clause 19.7 and without prejudice to the Buyer's obligation to pay the Charges as and when they fall due for payment:

19.6.1 the Buyer's and/or the Service Recipients' total aggregate liability as a result of early termination of this Contract by the Buyer pursuant to Clause 35.1.9 (Termination Without Cause) shall comprise the fee calculated in accordance with the provisions of Clause 36.2 and Attachment 2 (Charges) of the Order Form;

19.6.2 the Buyer's and/or the Service Recipients' aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Buyer shall in no event exceed:

- (a) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
- (b) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (c) in relation to Defaults occurring after the end of the Contract Period, an amount equal to the total Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period.

Consequential Losses

19.7 Subject to Clauses 19.1, 19.2 and 19.3 and Clause 19.8, neither Party shall be liable to the other Party for:

19.7.1 any indirect, special or consequential Loss; or

19.7.2 any loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

19.8 Notwithstanding Clause 19.7 but subject to Clause 19.4, the Supplier acknowledges that the Buyer may, amongst other things, recover from the Supplier the following

Losses incurred by the Buyer and/or a Service Recipient to the extent that they arise as a result of a Default by the Supplier:

- 19.8.1 any additional operational and/or administrative costs and expenses incurred by the Buyer, including costs relating to time spent by or on behalf of the Buyer in dealing with the consequences of the Default;
- 19.8.2 any wasted expenditure or charges;
- 19.8.3 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;
- 19.8.4 any compensation or interest paid to a third party by the Buyer and/or a Service Recipient; and
- 19.8.5 any fine or penalty incurred by the Buyer and/or a Service Recipient pursuant to Law and any costs incurred by the Buyer and/or a Service Recipient in defending any proceedings which result in such fine or penalty.

Mitigation

- 19.9 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

Service Recipients

- 19.10 For the avoidance of doubt, in no event shall the Buyer or any Service Recipient recover twice in respect of the same Loss, in accordance with Schedule S11 (Service Recipients).

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 Except as expressly set out in this Contract:
 - 20.1.1 the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
 - (a) the Supplier Software;
 - (b) the Third Party Software;
 - (c) the Third Party IPRs; and
 - (d) the Supplier Background IPRs;
 - 20.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including:
 - (a) the Buyer Software;

- (b) the Buyer Data; and
 - (c) the Buyer Background IPRs;
- 20.1.3 Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Buyer.
- 20.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 20.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).
- 20.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 20.4 Unless the Buyer otherwise agrees in advance in writing:
 - 20.4.1 all Specially Written Software and any software element of Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software; and
 - 20.4.2 where the Specially Written Software and any software element of Project Specific IPRs are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer.
- 20.5 Where the Buyer agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the Buyer's ability to publish other Open Source software under Clause 24.
- 20.6 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.

21. TRANSFERS AND LICENCES GRANTED BY THE SUPPLIER

Specially Written Software and Project Specific IPRs

- 21.1 Subject to Clause 21.17 the Supplier hereby agrees to transfer to the Buyer, or shall procure the transfer to the Buyer of, all rights (subject to Clause 20.1.1 in the Specially Written Software and the Project Specific IPRs) including (without limitation):
 - 21.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 21.1.2 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 (together the “**Software Supporting Materials**”);

but not including any Know-How, trade secrets or Confidential Information.

21.2 The Supplier:

21.2.1 shall:

- (a) inform the Buyer of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
- (b) deliver to the Buyer the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer; and
- (c) without prejudice to Clause 21.11, provide full details to the Buyer of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;

21.2.2 acknowledges and agrees that the ownership of the media referred to in Clause 21.2.1(b) shall vest in the Buyer upon their receipt by the Buyer; and

21.2.3 shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Buyer.

Supplier Software and Supplier Background IPRs

21.3 The Supplier shall not use any Supplier Non-COTS Software or Supplier Non-COTS Background IPR in the provision of the Services unless it is detailed in the Order Form, and where Part B of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, sent to the Joint Architecture Review Board (as defined therein) for review and approval granted by the Buyer.

21.4 The Supplier hereby grants to the Buyer and the Service Recipients:

- 21.4.1 subject to the provisions of Clause 21.17, perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):
- (a) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Buyer for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the

exercise of the Buyer's (or any other Central Government Body's) business or function; and

- (b) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function;

21.4.2 a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Buyer and Supplier COTS Background IPRs on the licence terms identified in a letter or substantially in the form set out in Part A of Schedule 9 (Software) and signed by or on behalf of the Parties on or before the Commencement Date provided always that the Buyer shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Clauses 21.7 and 21.8 in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and

21.4.3 a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.

21.5 At any time during the Contract Period or following termination or expiry of this Contract, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under 21.4.1(a) or in respect of the Supplier Non-COTS Background IPRs under Clause 21.4.1(b) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer or any person to whom the Buyer grants a sub-licence pursuant to Clause 21.7 (Buyer's right to sub-licence) commits any material breach of the terms of Clause 21.4.1(a) or 21.4.1(b) or 21.7.1 (as the case may be) which, if the breach is 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.

21.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Clause 21.5, the Buyer shall:

21.6.1 immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

21.6.2 at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Buyer may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

21.6.3 ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily

accessible (other than by the information technology staff of the Buyer) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Buyer's right to sub-license

21.7 Subject to Clause 21.17, the Buyer may sub-license:

- 21.7.1 the rights granted under Clause 21.4 to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (a) the sub-licence is on terms no broader than those granted to the Buyer;
 - (b) the sub-licence authorises the third party to use the rights licensed in Clause 21.4 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
 - (c) the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Part B to Schedule 9 (Software); and
- 21.7.2 the rights granted under Clause 21.4 to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
 - (a) the sub-licence is on terms no broader than those granted to the Buyer; and
 - (b) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Approved Sub-Licensee.

Buyer's and Service Recipient's right to assign/novate licenses

- 21.8 The Buyer and the Service Recipients may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 21.4 to:
 - 21.8.1 a Central Government Body; or
 - 21.8.2 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.
- 21.9 Any change in the legal status of the Buyer or a Service Recipient which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 21.4. If the Buyer or a Service Recipient ceases to be a Central Government Body, the successor body to the Buyer or a Service Recipient shall still be entitled to the benefit of the licence granted in Clause 21.4.

21.10 If a licence granted in Clause 21.4 is novated under Clause 21.8 or there is a change of the Buyer's or Service Recipient's status pursuant to Clause 21.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Buyer and/or Service Recipient.

Third Party Software and Third Party IPRs

21.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in the Order Form, where Part B of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, approval is granted by the Buyer following a review by the Joint Architecture Review Board and has in each case either:

21.11.1 first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Buyer and the Service Recipients on a royalty-free basis to the Buyer and on terms no less favourable to the Buyer and the Service Recipients than those set out in Clauses 21.4.1 and 21.5 and Clause 21.8; or

21.11.2 complied with the provisions of Clause 21.12.

21.12 If the Supplier cannot obtain for the Buyer and Service Recipients a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause 21.11.1, the Supplier shall:

21.12.1 notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and

21.12.2 use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Buyer has first approved in writing the terms of the licence from the relevant third party.

21.13 The Supplier shall:

21.13.1 notify the Buyer in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and

21.13.2 unless instructed otherwise in writing by the Buyer in any case within twenty (20) Working Days of notification pursuant to 21.12.1, use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Buyer on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

21.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Buyer and the Service Recipient do not have a suitable

licence, then the Supplier must notify the Buyer within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

Termination and Replacement Suppliers

21.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Clause 21.

21.16 The Supplier shall, if requested by the Buyer and at the Supplier's cost:

21.16.1 grant (or procure the grant) to any Replacement Supplier of:

- (a) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Buyer and Service Recipients in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause 21 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Replacement Supplier;
- (b) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

21.16.2 use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

21.17 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Buyer, the Service Recipients or any Replacement Supplier, the Supplier hereby grants to the Buyer, the Service Recipients and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract.

22. LICENCES GRANTED BY THE BUYER

22.1 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, nontransferable licence during the Term to use the Buyer Software, the Buyer Background IPRs, the Specially Written Software, the Project Specific IPRs and the Buyer Data solely to the extent necessary for performing the Services in accordance with this

Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- 22.1.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 39; and
 - 22.1.2 the Supplier shall not, without the Buyer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 22.2 In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 22.1 and any sub-licence granted by the Supplier in accordance with Clause 22.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:
- 22.2.1 immediately cease all use of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be);
 - 22.2.2 at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data, provided that if the Buyer has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be); and
 - 22.2.3 ensure, so far as reasonably practicable, that any Buyer Software, Buyer Background IPRs and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Buyer Software, Buyer Background IPRs and/or Buyer Data.

23. IPR INDEMNITY

- 23.1 The Supplier shall at all times, during and after the Contract Period, on written demand indemnify the Buyer and each other Indemnified Person, and keep the Buyer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.
- 23.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:
- 23.2.1 procure for the Buyer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or
 - 23.2.2 replace or modify the relevant item with non-infringing substitutes provided that:
 - (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

- (b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
- (c) there is no additional cost to the Buyer or relevant Indemnified Person (as the case may be); and
- (d) the terms and conditions of this Contract shall apply to the replaced or modified Services.

23.3 If the Supplier elects to procure a licence in accordance with Clause 23.2.1 or to modify or replace an item pursuant to Clause 23.2.2, but this has not avoided or resolved the IPRs Claim, then:

23.3.1 the Buyer may terminate this Contract (if subsisting) with immediate effect by written notice to the Supplier; and

23.3.2 without prejudice to the indemnity set out in Clause 23.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

24. OPEN SOURCE PUBLICATION

24.1 The Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the Specially Written Software and any software element of the Project Specific IPRs after the Commencement Date.

24.2 The Supplier hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:

24.2.1 are suitable for release as Open Source and that any release will not allow a third party to use the Open Source to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Buyer System;

24.2.2 shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs do not contain any Malicious Software;

24.2.3 do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;

24.2.4 do not contain any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs ("**Non-Party IPRs**"); and

24.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the Commencement Date.

24.3 The Supplier shall ensure that the Open Source Publication Material provided to the Buyer does not include any Supplier Software or Supplier Background IPRs save that which the Supplier is willing to allow to be included in any Open Source publication.

In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier Background IPRs will become Open Source and will be licensed and treated as such following publication by the Buyer and any third party that uses the Open Source Publication Materials on the terms of the Open Source licence used by the Buyer when publishing as Open Source.

- 24.4 The Supplier hereby indemnifies the Buyer against all claims in which the Buyer is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Specially Written Software and any software element of the Project Specific IPRs as Open Source under Clause 24.

25. PUBLICITY AND BRANDING

- 25.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).
- 25.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

26. BUYER DATA AND SECURITY REQUIREMENTS

Security Requirements

- 26.1 Where indicated in the Order Form, the Parties shall comply with either Part A or Part B of Schedule S3 (Security Requirements).
- 26.2 Not used.
- 26.3 Not used.

Protection of Buyer Data

- 26.4 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Buyer Data.
- 26.5 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.
- 26.6 To the extent that the Buyer Data is held and/or Processed by the Supplier, the Supplier shall supply that Buyer Data to the Buyer as requested by the Buyer and in the format (if any) specified in this Contract and in any event as specified by the Buyer from time to time in writing.
- 26.7 The Supplier shall preserve the integrity of Buyer Data and prevent the corruption or loss of Buyer Data at all times that the relevant Buyer Data is under its control or the control of any Sub-Contractor.

- 26.8 The Supplier shall perform secure back-ups of all Buyer Data, excluding Microsoft 365 Data, and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan or otherwise. (The Buyer shall be responsible for back-ups of Microsoft 365 Data in accordance with Schedule S13 (Buyer Responsibilities).) The Supplier shall ensure that such back-ups are available to the Buyer (or to such other person as the Buyer may direct) at all times upon request and are delivered to the Buyer at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 26.9 The Supplier shall ensure that any system on which the Supplier holds any Buyer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 26.10 If the Buyer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Buyer may:
- 26.10.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Buyer Data to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Buyer's notice; and/or
 - 26.10.2 itself restore or procure the restoration of Buyer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer.

27. MALICIOUS SOFTWARE

- 27.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 27.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.
- 27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:
- 27.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Buyer Data (whilst the Buyer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

28. GOVERNANCE

- 28.1 The Parties shall comply with the provisions of Schedule 7 (Governance) in relation to the management and governance of this Contract.

Representatives

- 28.2 Each Party shall have a representative for the duration of this Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.
- 28.3 The initial Supplier Representative shall be the person named as such in the Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 11 (Supplier Personnel).
- 28.4 The initial Buyer Representative shall be the person named as such in the Order Form. The Buyer may, by written notice to the Supplier, revoke or amend the authority of the Buyer Representative or appoint a new Buyer Representative.

29. RECORDS AND AUDIT

- 29.1 The Supplier shall keep and maintain for seven (7) years after termination or expiry of this Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Buyer.
- 29.2 The Supplier shall:
- 29.2.1 keep the records and accounts referred to in Clause 29.1 in accordance with Good Industry Practice and Law; and
 - 29.2.2 afford any Auditor access to the records and accounts referred to in Clause 29.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Contract Period and the period specified in Clause 29.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Contract including for the following purposes to:
 - (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (and any proposed or actual variations to them in accordance with this Contract);
 - (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;

- (c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (d) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if applicable) and/or any Sub-Contractors or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
- (i) 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 Buyer has used its resources;
- (j) review any Performance Monitoring Reports provided under Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (k) verify the accuracy and completeness of any information delivered or required by this Contract;
- (l) inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (m) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (n) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (o) review the Supplier's compliance with the Standards;

- (p) inspect the Buyer Assets, including the Buyer's IPRs, equipment and facilities, for the purposes of ensuring that the Buyer Assets are secure and that any register of assets is up to date; and/or
 - (q) review the integrity, confidentiality and security of the Buyer Data.
- 29.3 The Buyer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Buyer.
- 29.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
 - 29.4.1 all reasonable information requested by the Buyer within the scope of the audit;
 - 29.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
 - 29.4.3 access to the Supplier Personnel.
- 29.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 29, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Buyer for the Buyer's reasonable costs incurred in relation to the audit.

30. INSURANCE

- 30.1 Without limitation to the generality of Clause 30.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 30.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

31. BUYER REMEDIES FOR DEFAULT

Remedies

- 31.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Schedule 3 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 9.5 and 7.8, if the Supplier commits any Default of this Contract then the Buyer may (whether or not any part of the Services have been delivered) do any of the following:
 - 31.1.1 at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply

Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Buyer's instructions;

31.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;

31.1.3 if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different) obligations and regardless of whether such Defaults are remedied, which taken together constitute a material Default):

- (a) instruct the Supplier to comply with the Rectification Plan Process;
- (b) suspend this Contract (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step- in to itself supply or procure a third party to supply (in whole or in part) the Services;
- (c) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

31.2 Where the Buyer exercises any of its step-in rights under Clauses 31.1.3(b) or 31.1.3(c), the Buyer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

Rectification Plan Process

31.3 Where the Buyer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 31.1.3(c) or Schedule 3 (Service Levels, Service Credits and Performance Monitoring) the Supplier shall submit a draft Rectification Plan to the Buyer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Buyer's request for a draft Rectification Plan.

31.4 The draft Rectification Plan shall set out:

- 31.4.1 full details of the Default that has occurred, including a root cause analysis;
- 31.4.2 the actual or anticipated effect of the Default; and

- 31.4.3 the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).
- 31.5 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an Expert in accordance with Paragraph 6 of Schedule 4 (Dispute Resolution Procedure).
- 31.6 The Buyer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:
- 31.6.1 is insufficiently detailed to be capable of proper evaluation;
 - 31.6.2 will take too long to complete;
 - 31.6.3 will not prevent recurrence of the Default; and/or
 - 31.6.4 will rectify the Default but in a manner which is unacceptable to the Buyer.
- 31.7 The Buyer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Buyer rejects the draft Rectification Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the first draft.
- 31.8 If the Buyer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.
32. **SUPPLIER RELIEF DUE TO BUYER CAUSE**
- 32.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:
- 32.1.1 Achieve a Milestone by its Milestone Date;
 - 32.1.2 provide the Services in accordance with the Service Levels; and/or
 - 32.1.3 comply with its obligations under this Contract,
- (each a **"Supplier Non-Performance"**),
- and can demonstrate that the Supplier Non-Performance would not have occurred but for a Buyer Cause, then (subject to the Supplier fulfilling its obligations in this Clause 32):
- (a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Buyer Cause;

- (b) the Buyer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Buyer Cause;
 - (ii) if the Buyer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Buyer Cause;
 - (iii) the Supplier shall have no liability to pay any Delay Payments associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Buyer Cause; and
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Buyer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 10; and
 - (iii) the Supplier shall be entitled to invoice for the Service Charges for the relevant Services affected by the Buyer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Buyer Cause.

32.2 In order to claim any of the rights and/or relief referred to in Clause 32.1, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Buyer Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Buyer notice (a “**Relief Notice**”) setting out details of:

- 32.2.1 the Supplier Non-Performance;
- 32.2.2 the Buyer Cause and its effect, or likely effect, on the Supplier’s ability to meet its obligations under this Contract;
- 32.2.3 any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Buyer Cause; and
- 32.2.4 the relief claimed by the Supplier.

32.3 Following the receipt of a Relief Notice, the Buyer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged

Buyer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Buyer Cause and its entitlement to relief, consulting with the Supplier where necessary.

- 32.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Buyer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.
- 32.5 Without prejudice to Clause 8.9 (Continuing obligation to provide the Services), if a Dispute arises as to:
- 32.5.1 whether a Supplier Non-Performance would not have occurred but for an Buyer Cause; and/or
 - 32.5.2 the nature and/or extent of the relief and/or compensation claimed by the Supplier,
- either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.
- 32.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 32.1 shall be implemented in accordance with the Change Control Procedure.

33. **FORCE MAJEURE**

- 33.1 Subject to the remaining provisions of this Clause 33 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule S6 (Business Continuity Plan and Disaster Recovery where used)), a Party may claim relief under this Clause 33 from liability for failure to meet its obligations under this Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 33.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 33.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 33 to the extent that consequences of the relevant Force Majeure Event:
- 33.3.1 are capable of being mitigated, but the Supplier has failed to do so;
 - 33.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or

- 33.3.3 are the result of the Supplier's failure to comply with its BCDR Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the BCDR Plan).
- 33.4 Subject to Clause 33.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 33.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 33.6 Where, as a result of a Force Majeure Event:
- 33.6.1 an Affected Party fails to perform its obligations in accordance with this Contract, then during the continuance of the Force Majeure Event:
- (a) the other Party shall not be entitled to exercise any rights to terminate this Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days and the other Party may terminate this Contract in whole or in part after such continuous period by issuing a Termination Notice to the other Party; and
 - (b) neither Party shall be liable for any Default arising as a result of such failure;
- 33.6.2 the Supplier fails to perform its obligations in accordance with this Contract:
- (a) the Buyer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its rights under Clause 31.1.2 and 31.1.3 (Buyer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 7.8 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Service Charges as Compensation for Critical Service Level Failure pursuant to Clause 10.1 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and

- (b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

- 33.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract.
- 33.8 Relief from liability for the Affected Party under this Clause 33 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 33.7.
- 33.9 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract under Clause 33.6.1(a) for a continuing Force Majeure Event.

34. **PROTECTION OF PERSONAL DATA**

Status of the Controller

- 34.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:
 - 34.1.1 **“Controller”** (where the other Party acts as the **“Processor”**);
 - 34.1.2 **“Processor”** (where the other Party acts as the **“Controller”**);
 - 34.1.3 **“Joint Controller”** (where both Parties are considered to jointly control the same Personal Data);
 - 34.1.4 **“Independent Controller”** of the Personal Data where the other Party is also **“Controller”** of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in the Schedule of Processing, Personal Data and Data Subjects which scenario or scenarios are intended to apply under this Contract.

Where One Party is Controller and the other Party its Processor

- 34.2 Where a Party is a Processor, the only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Controller and may not be determined by the Processor. The term “processing” and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 34.3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

- 34.4 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:
- 34.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 34.4.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 34.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 34.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 34.5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 34.5.1 process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - 34.5.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
 - 34.5.3 ensure that:
 - (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Processor Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with the Supplier's duties under this Clause, Clauses 40 (Confidentiality) and in the case of the Supplier, 26 (Buyer Data and Security Requirements);
- (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise permitted by this Contract; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

34.5.4 not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
- (b) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or Section 75 DPA 2018) as determined by the Buyer;
- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the Processor complies with its obligations under the Data Protection Legislation by providing an appropriate 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
- (e) 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

34.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data. If Personal Data is deleted, the Processor shall provide the Controller with a data destruction certificate confirming such deletion.

34.6 Subject to Clause 34.7, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

34.6.1 receives a Data Subject Request (or purported Data Subject Request);

34.6.2 receives a request to rectify, block or erase any Personal Data;

- 34.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
 - 34.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 34.6.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 34.6.6 becomes aware of a Data Loss Event, in which case the notification should be made within twenty-four (24) hours of becoming aware.
- 34.7 The Processor's obligation to notify under Clause 34.6 shall include the provision of further information to the Controller in phases, as details become available.
- 34.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- 34.8.1 the Controller with full details and copies of the complaint, communication or request;
 - 34.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 34.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 34.8.4 assistance as requested by the Controller following any Data Loss Event, including support to investigate and mitigate the Data Loss Event; and
 - 34.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 34.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 34. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 34.9.1 the Controller determines that the processing is not occasional;
 - 34.9.2 the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 34.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

34.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor or representative.

34.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

34.12 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Processor must:

34.12.1 notify the Controller in writing of the intended Sub-processor and processing;

34.12.2 obtain the written consent of the Controller;

34.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34 such that they apply to the Sub-processor; and

34.12.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

34.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

34.14 Not used.

34.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

34.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with UK GDPR Article 26 based on the terms set out in the alternative Joint Controller clauses as indicated in Section C, Part C (Alternative Clauses) of the Order Form.

Where the Parties are Independent Controllers of Personal Data

34.17 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.

34.18 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.

34.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 34.17, 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.

34.20 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 this Contract.

34.21 The Parties shall only provide Personal Data to each other:

34.21.1 to the extent necessary to perform the respective obligations under this Contract;

34.21.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and

34.21.3 where it has recorded it in the Schedule of Processing, Personal Data and Data Subjects.

34.22 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.

34.23 A Party Processing Personal Data for the purposes of this 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.

34.24 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 this Contract ("the **Request Recipient**"):

34.24.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

34.24.2 where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:

- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

34.25 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 this Contract and shall:

- 34.25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- 34.25.2 implement any measures necessary to restore the security of any compromised Personal Data;
- 34.25.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- 34.25.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

34.26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in the Schedule of Processing, Personal Data and Data Subjects.

34.27 Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in the Schedule of Processing, Personal Data and Data Subjects.

34.28 Notwithstanding the general application of Clauses 34.2 to 34.15 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 Clause 34.16 to 34.27.

35. **TERMINATION AND EXPIRY**

35.1 **Buyer Termination Rights**

Termination on Material Default

- 35.1.1 The Buyer may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:
 - (a) the Supplier commits a Critical Service Level Failure;
 - (b) as a result of any Defaults, the Buyer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 19.4.1, 19.4.2, 19.4.3 and 19.4.4;
 - (c) the Buyer expressly reserves the right to terminate this Contract for material Default, including pursuant to any of the following: Clause 23 (IPRs Indemnity), Clause 46.5.2 (Prevention of Fraud and Bribery), Paragraph 3 of Part B (Corporate Resolution Planning) of Schedule 6

(Business Continuity and Disaster Recovery) and Paragraph 4 of Schedule 8 (Financial Distress);

- (d) the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy;
- (e) the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer in accordance with the Rectification Plan Process;
- (f) the Buyer has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; and/or
- (g) except in relation to Project Milestones, the Delay of a Key Milestone exceeds the Delay Deduction Period.

35.1.2 For the purpose of Clause 35.1.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

Termination in Relation to Financial Standing

- 35.1.3 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Buyer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
- (a) adversely impacts on the Supplier's ability to supply the Services under this Contract; or
 - (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Contract.

Termination on Insolvency

- 35.1.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

- 35.1.5 The Supplier shall notify the Buyer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.
- 35.1.6 The Supplier shall ensure that any notification made pursuant to Clause 35.1.5 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

35.1.7 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier within six (6) months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Buyer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where written consent of the Buyer was granted prior to the Change of Control.

Termination for breach of Regulations

35.1.8 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (b) of the Regulations.

Termination Without Cause

35.1.9 The Buyer shall have the right to terminate this Contract at any time by issuing a Termination Notice to the Supplier giving written notice of at least the number of days stipulated in the Order Form.

Termination in Relation to the Framework

35.1.10 The Buyer may terminate this Contract by giving by issuing a Termination Notice to the Supplier if the Framework is terminated for any reason whatsoever.

Termination in Relation to Benchmarking

35.1.11 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 Schedule S5 (Benchmarking) where used.

35.2 Supplier Termination Right

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

35.2.2 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

35.3 Partial Termination, Suspension and Partial Suspension

35.3.1 Where the Buyer has the right to terminate this Contract, the Buyer shall be entitled to terminate or suspend all or part of this Contract provided

always that, if the Buyer elects to terminate or suspend this Contract in part, the parts of this Contract not terminated or suspended can, in the Buyer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Contract.

35.3.2 Any suspension of this Contract under Clause 35.3.1 shall be for such period as the Buyer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Buyer.

35.3.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:

- (a) an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Buyer's termination rights under Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and
- (b) reject the Change.

36. CONSEQUENCES OF TERMINATION AND EXPIRY

36.1 **Consequences of termination under Paragraph 1.2 Schedule S8 (Guarantee) where used, 35.1.1 (Termination on Material Default), 35.1.3 (Termination in Relation to Financial Standing), 35.1.10 (Termination in Relation to Framework Agreement) and 35.1.11 (Termination in Relation to Benchmarking)**

36.1.1 Where the Buyer:

- (a) terminates (in whole or in part) this Contract under any of the Clauses referred to in Clause 36.1; and
- (b) then makes other arrangements for the supply of the Services,

the Buyer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer throughout the remainder of the Contract Period provided that Buyer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Buyer to the Supplier until the Buyer has established the final cost of making those other arrangements.

36.2 **Consequences of termination under Clauses 35.1.9 (Termination without Cause)**

36.2.1 Subject to Paragraph 1.2 of Part E (Early Termination Fee(s)) of Schedule 2 (Charges and Invoicing), where the Buyer terminates (in whole or in part) this Contract under Clause 35.1.9 (Termination without Cause) and Attachment 2 (Charges) of the Order Form expressly states:

- (a) the Supplier is entitled to be paid an early termination fee pursuant to this Clause 36.2.1 where the Buyer terminates this Contract pursuant to Clause 35.1.9 (Termination without Cause); and
- (b) in detail how any such early termination fee is to be calculated in the event of termination for convenience (including where relevant details of any formula for such calculation),

the Buyer shall pay to the Supplier the Termination Payment and (if applicable) the Compensation Payment (calculated in accordance with Part E (Early Termination Fee(s)) of Schedule 2 (Charges and Invoicing) and due solely as a result of the Buyer terminating this Contract for convenience pursuant to Clause 35.1.9 (Termination without Cause)).

36.2.2 The Buyer shall not be liable under Clause 36.2.1 to pay any early termination fee(s):

- (a) which are claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
- (b) which when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated; or
- (c) where no such calculation details are expressly set out in Attachment 2 (Charges) of the Order Form.

36.3 Consequences of Termination for Any Reason or Expiry

36.3.1 Save as otherwise expressly provided in this Contract:

- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Contract shall not affect the continuing rights, remedies or obligations of the Buyer or the Supplier under Clauses 8.8 (Specially Written Software), 15.4 and 15.5 (VAT), 15.6 and 15.7 (Set-off and Withholding), 29 (Records and Audits), 11.8 (Employment Liabilities), 16 (Income Tax and National Insurance Contributions), 20 (IPRs), 21 (Transfers and Licenses Granted by the Supplier), 23 (IPRs Indemnity), 40 (Confidentiality), 41 (Transparency and FOIA), 34 (Protection of Personal Data), 19 (Limitation of Liability), 36 (Consequences of Termination or Expiry), 44 (Severance), 51 (Entire Agreement), 52 (Third Party Rights), 54 (Disputes), 55 (Governing Law and Jurisdiction), Schedule 1 (Definitions), Schedule 4 (Dispute Resolution Procedure), Schedule 10 (Exit Management), Schedule S4 (Staff Transfer) where used,

Clause C3 (Collaboration Agreement) where used and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive termination or expiry of this Contract.

- 36.3.2 The Parties shall comply with the provision of Schedule 10 (Exit Management) any current Exit Plan in relation to the orderly transition of the Services to the Buyer or a Replacement Supplier.

37. APPOINTMENT OF SUB-CONTRACTORS

- 37.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
- 37.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
 - 37.1.2 comply with its obligations under this Contract in the delivery of the Services.
- 37.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:
- 37.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
 - 37.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
 - 37.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 37.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2, the Supplier shall also provide:
- 37.3.1 a copy of the proposed Sub-Contract; and
 - 37.3.2 any further information reasonably requested by the Buyer.
- 37.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2 (or, if later, receipt of any further information requested pursuant to Clause 37.3), object to the appointment of the relevant Sub-Contractor if it considers that:

- 37.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
- 37.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- 37.4.3 the proposed Sub-Contractor employs unfit persons;

in which case, the Supplier shall not proceed with the proposed appointment.

37.5 If:

- 37.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
 - (a) the Supplier's notice issued pursuant to Clause 37.2; and
 - (b) any further information requested by the Buyer pursuant to Clause 37.3; and
- 37.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 38 (Appointment of Key Sub-contractors)),

the Supplier may proceed with the proposed appointment.

- 37.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

38. APPOINTMENT OF KEY SUB-CONTRACTORS

- 38.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.
- 38.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:
 - 38.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
 - 38.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 38.2.3 the proposed Key Sub-Contractor employs unfit persons.
- 38.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

- 38.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 38.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 38.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 38.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 38.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
 - (a) the data protection requirements set out in Clause 34 (Protection of Personal Data);
 - (b) the FOIA requirements set out in Clause 41 (Transparency and FOIA);
 - (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause 29 (Records and Audit);
- 38.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 35 and 36 of this Contract;
- 38.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer;
- 38.3.8 a provision requiring the Key Sub-Contractor to participate in, and if required by the Buyer in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-Contractors in, the Multi-Party Dispute Resolution Procedure;
- 38.3.9 a provision requiring the Key Sub-Contractor to:
 - (a) promptly notify the Supplier and the Buyer in writing of any of the following of which it is, or ought to be, aware:
 - (i) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
 - (ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,

and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-Contractor first becomes aware of such; and

- (b) co-operate with the Supplier and the Buyer in order to give full effect to the provisions of Schedule 8 (Financial Distress), including meeting with the Supplier and the Buyer to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 3.3.2(b) of Schedule 8 (Financial Distress).

39. SUPPLY CHAIN PROTECTION

Advertising Sub-Contract Opportunities

39.1 The Supplier shall:

- 39.1.1 subject to Clauses 39.3 and 39.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services above a minimum threshold of £25,000 that arise during the Contract Period;
- 39.1.2 within ninety (90) days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
- 39.1.3 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;
- 39.1.4 provide reports on the information at Clause 39.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- 39.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

39.2 Each advert referred to in Clause 39.1 above 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.

39.3 The obligation at Clause 39.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.

39.4 Notwithstanding Clause 39.1 the Buyer may, by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

Supply Chain Protection

39.5 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

- 39.5.1 giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law;

- 39.5.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
 - 39.5.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph 39.5.2, the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph 39.5.4 after a reasonable time has passed;
 - 39.5.4 requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;
 - 39.5.5 giving the Buyer a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
 - 39.5.6 requiring the Sub-Contractor to include a clause to the same effect as this Clause 39 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.
- 39.6 The Supplier shall:
- 39.6.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days of verifying that the invoice is valid and undisputed;
 - 39.6.2 include within the Performance Monitoring Reports required under Part B of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with Clause 39.6.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.
- 39.7 Notwithstanding any provision of Clauses 40 (Confidentiality) and 25 (Publicity and Branding) if the Supplier notifies the Buyer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 39.8 The Buyer may require the Supplier to terminate:
- 39.8.1 a Sub-Contract where:
 - (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Buyer's right of termination pursuant to any of the termination events in Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and/or
 - (b) the relevant Sub-Contractor or its Affiliates embarrassed the Buyer or otherwise brought the Buyer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Buyer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

- 39.8.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
- (a) the Buyer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (b) the Buyer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Buyer was given notice of the Change of Control.

40. **CONFIDENTIALITY**

- 40.1 For the purposes of this Clause 40, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 40.2 Except to the extent set out in this Clause 40 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 40.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 40.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
 - 40.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 40.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 40.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 40.3.1 the Recipient is required to disclose the Confidential Information by Law;
 - 40.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;
 - (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and

effectiveness with which the Buyer is making use of any Services provided under this Contract; or

- (c) the conduct of a Central Government Body review in respect of this Contract;

40.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

40.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

40.5 Subject to Clauses 40.2 and 40.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:

40.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and

40.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.

40.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 40, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

40.7 The Buyer may disclose the Confidential Information of the Supplier:

40.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;

40.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

40.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

40.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;

40.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or

40.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause 40.

- 40.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 40, the Buyer reserves the right to terminate this Contract for material Default.

41. **TRANSPARENCY AND FOIA**

- 41.1 The Parties acknowledge that:

41.1.1 the Transparency Reports; and

41.1.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for:

- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
- (b) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

- 41.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

- 41.3 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 6 (Transparency Reports).

- 41.4 The Supplier acknowledges that the Buyer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

41.4.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;

41.4.2 transfer to the Buyer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

41.4.3 provide the Buyer with a copy of all Information held on behalf of the Buyer which is requested in a Request For Information and which is in its possession or control in the form that the Buyer requires within five (5) Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and

41.4.4 not respond directly to a Request For Information addressed to the Buyer unless authorised in writing to do so by the Buyer.

41.5 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Buyer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

42. WAIVER

- 42.1 A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 42.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.
- 42.3 A failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 42.4 For the avoidance of doubt, any delay by the Buyer to exercise any right or remedy in relation to a Financial Distress Event shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

43. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Contract.

44. SEVERANCE

- 44.1 If any provision of this Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.
- 44.2 In the event that any deemed deletion under Clause 44.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice to the other

Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

- 44.3 If the Parties are unable to agree on the revisions to this Contract within 5 Working Days of the date of the notice given pursuant to Clause 44.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 4 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 44.3.

45. RELATIONSHIP OF THE PARTIES

- 45.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

46. PREVENTING FRAUD BRIBERY AND CORRUPTION

- 46.1 The Supplier must not during the Contract Period:
- 46.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor
 - 46.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 46.2 The Supplier must during the Contract Period:
- 46.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
 - 46.2.2 keep full records to show it has complied with its obligations under this Clause 46 and give copies to the Buyer on request; and
 - 46.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this Clause 46, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 46.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 46.1 and 46.2 or has any reason to think that it, or any of the Supplier Personnel, has either:
- 46.3.1 been investigated or prosecuted for an alleged Prohibited Act;

- 46.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - 46.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or
 - 46.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.
- 46.4 If the Supplier notifies the Buyer as required by Clause 46.3, 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.
- 46.5 If the Supplier breaches Clause 46.2 , the Buyer may by notice:
- 46.5.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 46.5.2 immediately terminate this Contract for material Default.
- 46.6 In any notice the Supplier gives under Clause 46.3 it must specify the:
- 46.6.1 Prohibited Act;
 - 46.6.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 46.6.3 action it has decided to take.

47. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 47.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
- 47.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 47.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 47.2 The Supplier must take all necessary steps, and inform 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.

48. ASSIGNMENT AND NOVATION

- 48.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.

- 48.2 The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:
- 48.2.1 any Central Government Body; or
 - 48.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer,
- and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 48.2.
- 48.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not, subject to Clause 48.4, affect the validity of this Contract and this Contract shall be binding on any successor body to the Buyer.
- 48.4 If the Buyer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Buyer (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Buyer under Clause 35.1.4 as if references in that Clause to the Supplier and to Supplier or Guarantor (if applicable) in the definition of Insolvency Event were references to the Successor Body).

49. **CHANGE**

Change Control Procedure

- 49.1 Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

- 49.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:
- 49.2.1 a General Change in Law; or
 - 49.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.
- 49.3 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 49.2.2), the Supplier shall:
- 49.3.1 notify the Buyer as soon as reasonably practicable of the likely effects of that change, including:
 - (a) whether any Change is required to the Services, the Charges or this Contract; and

- (b) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and

49.3.2 provide the Buyer with evidence:

- (a) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- (b) as to how the Specific Change in Law has affected the cost of providing the Services; and
- (c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Schedule S7 (Continuous Improvement) where used, has been taken into account in amending the Charges.

49.3.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 49.2.2) shall be implemented in accordance with the Change Control Procedure.

50. NOTICES

50.1 Any notices sent under this Contract must be in writing.

50.2 Subject to Clause 50.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For TM 1 st Class or other prepaid, next Working Day service	At the time recorded by the delivery service, provided that delivery is between 9.00am and	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

providing proof of delivery.	5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	
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50.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 50.2:

50.3.1 notices issued by the Supplier pursuant to Clause 35.2 (Termination by the Supplier);

50.3.2 Termination Notices; and

50.3.3 Dispute Notices.

50.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 50.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed ForTM 1st Class delivery (as set out in the table in Clause 50.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

50.5 This Clause 50 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 4 (Dispute Resolution Procedure)).

50.6 For the purposes of this Clause 50, the address and email address of each Party shall be the address and email address set out in the Order Form.

51. ENTIRE AGREEMENT

51.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

51.2 Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

51.3 Nothing in this Clause 51 shall exclude any liability in respect of misrepresentations made fraudulently.

52. THIRD PARTY RIGHTS

52.1 The provisions of Clause 23 (IPRs Indemnity), Paragraphs 2.1 and 3.1 of Part A, Paragraphs 2.1, 3.1 and 3.3 of Part B, Paragraphs 1.2 and 1.5 of Part C, Part D and

Paragraphs 1.4, 2.3 and 2.5 of Part E of Schedule S4 (Staff Transfer) where used and the provisions of Paragraph 8.9 of Schedule 10 (Exit Management) (together “**Third Party Provisions**”) confer benefits on persons named or identified in such provisions other than the Parties (each such person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- 52.2 Subject to Clause 52.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 52.3 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.
- 52.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 52.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

53. CONFLICTS OF INTEREST

- 53.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier’s staff are placed in the position of an actual or potential Conflict of Interest.
- 53.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 53.3 The Buyer can terminate this 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.

54. DISPUTES

- 54.1 The Parties shall resolve Disputes arising out of or in connection with this Contract in accordance with the Dispute Resolution Procedure.
- 54.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

55. GOVERNING LAW AND JURISDICTION

- 55.1 This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 55.2 Subject to Clause 54 (Disputes) and Schedule 4 (Dispute Resolution Procedure) (including the Buyer’s right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Contract or its subject matter or formation.

56. **SERVICE RECIPIENTS**

56.1 The Parties shall comply with the provisions of Schedule S11 (Service Recipients).

SCHEDULE 1 - DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

Achieve	means: (a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule S2 (Testing Procedures) where used, and “ Achieved ” and “ Achievement ” shall be construed accordingly
Achieved Service Level	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event
Affiliates	means 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
Anticipated Contract Life Profit Margin	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Applicable Supplier Personnel	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Approval	means, in respect of a Documentary Deliverable, to successfully meet its Quality Criteria and have an Approval Certificate issued, and “Approve” and “Approved” shall be construed accordingly
Approval Certificate	a certificate supplied by the Buyer when a Documentary Deliverable meets all its Quality Criteria
Approval Failure	has the meaning given to it in Paragraph 6.27.1 of Schedule S1 (Implementation Plan)
Approval Success	has the meaning given to it in Paragraph 6.26.1 of Schedule S1 (Implementation Plan)
Approved Sub-Licensee	means any of the following: (a) a Central Government Body;

	<p>(b) any third party providing services to a Central Government Body; and/or</p> <p>(c) 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</p>
Architecture or Architectural	means the structure of the Services, including the relationships of components to each other and to the environment they are in
Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets
Assurance	means an integrated, through-life process which is transparent, auditable and consistently applied in order to safeguard Buyer Data. Assurance activities provide confidence that a system, network or organisation is secure, compliant with regulations and standards and meets its security objectives, therefore maintaining the confidentiality, integrity and availability of the system. Examples of activities includes the implementation of security controls, regular testing and ongoing monitoring, maintenance and management of risks and vulnerabilities (remediation activities)
Assurance Plan	the plan to deliver the Assurance activities
Attachment	means an attachment to the Order Form
Auditor	<p>means:</p> <p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above</p>
Authoritative Independent Source	means an entity that has access to verifiable information that can confirm the validity of threat and vulnerability analysis outputs
Availability Event	means an Event where a Service Offering or part of the Services are Unavailable

Availability Management System	means those processes used in the Buyer's service management suite for the purpose of managing service availability
Available	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Balanced Scorecard Report	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S6 (Business Continuity and Disaster Recovery), as may be amended from time to time
Breach of Security	<p>the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy (if any)</p>
Breakage Costs Payment	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Business Relationship Manager	means a member of the Buyer Personnel appointed by the Buyer to perform the function of liaising between a selected Buyer business group and the Supplier
Buyer	means the organisation eligible to use the Framework as specified in the Order Form
Buyer Assets	means the Buyer's and Service Recipients' infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer or Service Recipients and which is or may be used in connection with the provision of the Services details of which shall be set out in the Order Form
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
Buyer Background IPRs	means

	<p>(a) IPRs owned by the Buyer and/or a Service Recipient before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer and/or a Service Recipient independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Buyer and/or a Service Recipient subsisting in the Buyer Software</p>
Buyer Cause	<p>any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier, any Sub-Contractor or any Supplier Personnel</p>
Buyer Data	<p>means:</p> <p>(a) 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, and which:</p> <ol style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Buyer and/or a Service Recipient; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the Buyer and/or a Service Recipient is the Controller</p>
Buyer Personnel	<p>means all persons employed or engaged by the Buyer and Service Recipients together with the Buyer's and Service Recipients' agents, consultants and contractors of the Buyer and Service Recipients, including personnel delegated to carry out work on behalf of the Buyer</p>
Buyer Premises	<p>means premises owned, controlled or occupied by the Buyer and/or a Service Recipient which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form</p>
Buyer Representative	<p>means the representative appointed by the Buyer as may be changed from time to time in accordance with Clause 28.4, the</p>

	details of which as at the Commencement Date are set out in the Order Form
Buyer Responsibilities	means the responsibilities of the Buyer set out in Schedule S13 (Buyer Responsibilities) or agreed in writing between the Parties from time to time in connection with this Contract
Buyer Software	software which is owned by or licensed to the Buyer and/or a Service Recipient (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer and/or a Service Recipient or the Supplier in connection with this Contract which is owned by the Buyer and/or a Service Recipient or licensed to it and/or a Service Recipient by a third party and which interfaces with the Supplier System or which is necessary for the Buyer and/or a Service Recipient to receive the Services
Call Off Tender	means the response submitted by the Supplier to the Buyer in response to the invitation for further competition and contained in Section D of the Order Form
Call Off Terms	means these terms and conditions
Capacity Management System	means those processes used in the Buyer's service management suite for the purpose of managing service capacity
Capacity Plan	means the plan which ensures the Supplier delivers sufficient capacity to cope with: <ul style="list-style-type: none"> a) all known contingencies for the Service; and b) planned expansion or contraction of the Service; and c) the services to be delivered by the Buyer and any Other Supplier that has a dependency on the Service
Catalogue Item	means a product or service described within the Service Catalogue
Catalogue Item Charges	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector

	<p>Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency
Centralised Platform	means a platform which is underpinned by several technologies, either to provide hosting infrastructure or to support the hosting infrastructure
Certificate Authority	means an organisation responsible for verifying digital certificates to authenticate content sent from web servers, and revoking certificates where appropriate
Certificate of Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Change	means any change to this Contract
Change Authorisation Note	has the meaning given to it in Part B of Schedule 5 (Change Control Procedure)
Change Control Procedure	means the procedures for changing this Contract set out in Part A and Part B of Schedule 5 (Change Control Procedure) and either Part A or Part B shall apply to this Contract as indicated in the Order Form
Change Request	has the meaning given to it in Part B of Schedule 5 (Change Control Procedure)
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date
Charges	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge
CHECK	means a CESG operated scheme that provides CESG accredited companies that employ CHECK accredited penetration testers qualified to assess HMG systems up to CONFIDENTIAL, and including SECRET with CESG approval
Chief Technology Officer	means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for technological design of the Services

Client Device(s)	means the hardware utilised by an End User to receive End to End Services, including desktops, laptops, tablets, thin client devices and kiosks
Client Presentation	means a presentation for the user interface of Client Devices, including methods of operation and visual presentation
Commencement Date	means the date specified as such in the Order Form
Commercially Sensitive Information	the Confidential Information listed in Section D of the Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services
Compensation for Critical Service Level Failure	has the meaning given to it in Clause 10.1.2
Compensation Payment	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Confidential Information	<p>means the Buyer's confidential information and/or the Service Recipient's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <ul style="list-style-type: none"> (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (d) was independently developed without access to the Confidential Information
Configuration Item or CI	means any Services component, infrastructure element, or other item that needs to be managed in order to ensure the successful delivery of the Services. Each item has several characteristics

	including a classification, or type, which indicates what kind of item it is
Configuration Management System	means those processes used in the Buyer's service management suite for the purpose of managing service capacity
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Connection	means a logical or physical connection between the IT Environment and an external network
Consumed	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Contact Centre	means those capabilities which provide an integrated and automated communications system that coordinates all telephone and electronic contacts between the Buyer and its service users
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: (a) the Order Form; and (b) the Call Off Terms
Contract Breakage Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Contract Finder	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015
Contract Manager	means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for contract management of the Services;
Contract Period	means the period commencing on the Commencement Date and ending on: (a) expiry of the Initial Term or the Extension Period; or (b) on the earlier of termination of this Contract, which for the avoidance of doubt may not exceed the Maximum Contract Period.

Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) months commencing on the Commencement Date or each anniversary thereof
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
Controller	has the meaning given to it in the UK GDPR
Core Information Management System	shall have the meaning set out in Paragraph 3A.1.1 of Part B of Schedule S3 (Security Requirements)
Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Critical Service Level Failure	means any instance of critical service level failure specified in Part D of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999
Cutover Plan	a plan for activities to be undertaken during the cutover of Services
Cyber and Technical Security Guidance	the Buyer's cyber and technical security guidance found at: https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance as updated from time to time
Data Centre Facility	means sites owned, controlled or occupied by the Other Supplier(s) providing data centre services, which are used for delivery by the aforementioned Other Supplier(s) for the provision of the data centre services
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach

Data Protection Impact Assessment	means an assessment by the Controller carried out in accordance with Section 3 of Chapter IV of the UK GDPR and sections 64 and 65 of the DPA 2018
Data Protection Legislation	means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR. The UK GDPR and EU GDPR are defined in section 3 of the DPA 2018
Data Protection Officer	has the meaning given to it in the UK GDPR
Data Subject	has the meaning given to it in the UK GDPR
Data Subject Request	means 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
Dedicated Supplier Personnel	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
Defect	means: <ul style="list-style-type: none"> (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 Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; 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 Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria

Definitive Media Library or DML	means the location(s) in which the definitive and authorised versions of all Software Configuration Items are securely stored
Delay	means: (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
Delay Deduction Period	the period of ninety (90) days commencing on the relevant Milestone Date
Delay Payments	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Schedule 2 (Charges and Invoicing)
Deliverables	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract which may be either a Documentary Deliverable or a Non-Documentary Deliverable;
Demand Management	means a methodology or system designed to enable the Supplier to plan and manage demand for the relevant Services, on behalf of the Buyer
Demand Management System	means those processes used in the Buyer's service management suite for the purpose of managing service demand
Demand Request	means a Change Request or a Project Request
Deployed Architecture	means data, documents and models pertaining to and describing the operation of all real world components that provide the Buyer with End to End Services
Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule S1 (Implementation Plan) where used
Device	means Physical Devices and/or Virtual Devices, as the context requires
Digital Forensics	means the collection of electronic evidence for investigation or litigation. Cases requiring computer forensics involve attempts to hide or delete electronic evidence, recovery of deleted files, analyses of computer use, metadata and data trailing
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any

	dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
Dispute Resolution Procedure	means the dispute resolution procedure set out in Schedule 4 (Dispute Resolution Procedure)
Distributed Platforms	means a platform(s) which includes the following system elements: (a) hardware (b) operating system (c) Hypervisor
DNS	means Domain Name Service
Document Approval Procedure	the procedures for review and Approval of Documentary Deliverables as set out in Paragraph 6 of Schedule S1 (Implementation Plan)
Documentary Deliverable	deliverables that take the form of Documentation
Document Review Plan	a plan for undertaking the review and Approval of a Documentary Deliverable, as described in Paragraph 6 of Schedule S1 (Implementation Plan)
Documentation	means all documentation as: (a) is required to be supplied by the Supplier to the Buyer under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services
Downtime	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
DPA 2018	means the Data Protection Act 2018

Due Diligence Information	any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date
EAP-TLS	means Extensible Authentication Protocol – Transport Layer Security
Early Life Support	means support provided by the Supplier for a new or changed service for a period of time after Operational Service Commencement
EIR	the Environmental Information Regulations 2004
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
Emergency Maintenance	<p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none"> (a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault
Employment Liabilities	<p>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 related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (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;

	<p>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise;</p> <p>(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</p>
Employment Regulations	shall have the meaning set out in Schedule S4 (Staff Transfer)
Employer Pension Contributions	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
End To End Services	means the Services, together with all other IT Environment services supplied to the Buyer by the Supplier and Other Suppliers
End User(s)	any person authorised by the Buyer and/or Service Recipients to use the IT Environment and/or the Services
End User Client Device	means Client Device
Enterprise Architecture Services	means a process for supporting the translation of business vision and strategy into effective enterprise change – by defining, describing, modelling, mapping and communicating the as-is and to-be business requirements, business functions, IS/IT systems and services; and developing and describing the roadmaps and strategies for moving from the as-is to the to-be state, at the generalised, enterprise level
Estimated Year 1 Charges	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form
Euro Compliant	means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Buyer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it

	<p>performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
European Standard	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Event	means a change of state that has significance for the management of an IT service or other configuration item. The term is also used to mean an alert or notification created by any IT service, Configuration Item or monitoring tool. Events typically require IT operations personnel to take actions, and often lead to incidents being logged
Event Management System	means those processes used in the Buyer's service management suite for the purpose of managing Events
Evergreen	means a technology ecosystem that is continuously changing and evolving, never becoming out-of-date or obsolete
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Schedule 10 (Exit Management)

Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Schedule 10 (Exit Management) where used
Extended Location	means a location where an End User accesses the End to End Services which is not part of the Buyer Premises, and shall include but not be limited to End Users' homes and Judges' lodgings
Extension Period	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term
First Draft Delivery Date	the planned date by which the Supplier shall submit a draft Documentary Deliverable to the Buyer
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
Forecast Contingency Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under this 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 riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event
Framework	means the framework agreement reference RM6100 between the Supplier and CCS
Fully Functional	means that the Physical Device, Virtual Device or service (as the context requires) work(s) or operate(s) in accordance with the manufacturer's specifications and tolerances and/or meets all other agreed Buyer specifications and quality criteria

General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply
Gold-based Image	means an operating system template for a virtual machine, virtual desktop, server or hard disk drive
Good Industry Practice	means 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
Governance Framework	means a framework of governance as stipulated in Schedule 7 (Governance)
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
Government Buying Standards	means the Government's buying standards for goods and services which can be found at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs as updated from time to time
Guarantee	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Schedule S8 (Guarantee) where used
Guaranteed Maximum Price	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Guarantor	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
ICT Policy	means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier

IDAM Services	means the IDAM services as described in the Services Specification at section 8 of the Statement of Requirements and Annex A Level 0 ref: 04 of the Statement of Requirements
IDAM Service Commencement Date	means the date Milestone M5-b is achieved
Implementation	means the end-to-end processes, procedures, activities, Services, Documentation and Deliverables required to replace the Preceding Services, and which involves but is not limited to the transfer of assets, personnel, sites, resources and work in progress
Implementation Plan	Means either: <ul style="list-style-type: none"> (a) the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 3 of Schedule S1 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule S1 (Implementation Plan) where used, from time to time; or (b) a plan for the implementation of a Project containing as a minimum: <ul style="list-style-type: none"> (i) Project Milestones; (ii) Milestone Dates; and (iii) any Milestone Payments linked to Project Milestones;
Imposed Carrier Downtime	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
In-Support	means an operating system or software that is still supported – i.e. receives technical support and/or updates – by the original equipment manufacturer (OEM)
Incident	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Incident Management	means tracking and managing the status of Incident records defined and maintained throughout the Incident lifecycle
Incident Resolution Time	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Incurred Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)

Indemnified Person	means the Buyer, each Service Recipient and each and every person to whom the Buyer (or any direct or indirect sub-licensee of the Buyer) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract
Independent Control	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly
Inflight Projects	means any on-going, imminent or forecasted project, activity or initiative already underway as part of the Preceding Services at the Commencement Date
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000
Information Management System	means: (a) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require processing Buyer Data; and (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources)
Information Lifecycle Management	means the approach to managing the Buyer’s data and associated metadata
Information Security Approval Statement	means 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: (a) the Buyer is satisfied that the identified risks have been adequately and appropriately addressed; (b) the Buyer has accepted the residual risks; and (c) the Supplier may use the Core Information Management System
Information Security Audits	means audits in accordance with NCSC CAF as it may vary from time-to-time
Information Security Testing	means information security testing in accordance with the Buyer’s Service Validation and Testing and the Buyer’s Cyber and Technical Security Guidance
Initial Service Recipients	takes the meaning given to it in Schedule S11 (Service Recipients)

Initial Term	means a period from the Commencement Date as specified in the Order Form
Insolvency Continuity Plan	takes the meaning given to it in Schedule S6 (Business Continuity and Disaster recovery)
Insolvency Event	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or (h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or (i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
Intellectual Property Rights or IPR	<p>means:</p> <ul style="list-style-type: none"> (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

	<p>other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
Intelligent Hands	means the ability for a service provider to interact with the Buyer's System or equipment to provide support, sometimes from a remote location
IPRs Claim	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract
IPSec	means Internet Protocol Security
IT	means information and communications technology
IT Environment	means the Buyer System and the Supplier System
IT Health Check	means a series of controlled ethical hacking tests and actions designed to deliberately identify and expose security vulnerabilities that might be present in IT solutions. The objective of scrutinising an IT solution in this manner allows the project and business teams to understand the risk exposure should it become compromised and formulate a Remediation Action Plan to mitigate and protect the systems and data that might reside in it
IT Personnel	refers to people who have day to day responsibility for running the service
IT Resource	means the underpinning tooling that supports the service
IT Service Continuity Forum	means the governance forums related to IT Service Continuity including those described in Schedule 7 (Governance)
IT Service Continuity Management or ITSCM	means IT Service Management Continuity, the process of managing risk as set out in the Standards compliance requirement

IT Service Continuity Manager	means the member of Buyer Personnel nominated for managing service continuity across the Buyer's estate
IT Service Continuity Plan or ITSC Plan or ITSCM Plan	means a plan defining the steps required to recover the Services or any components of the Services following an ITSC Incident. The plan also identifies the triggers for invocation, people to be involved, communications etc. The plan should address the requirements set out in the Business Continuity Plan
ITIL	IT Infrastructure Library Framework
ITSCM Awareness and Training	means appropriate awareness of, and education related to ITSCM
ITSM Toolset	means a set of predefined tools, used to support the delivery of services, as defined by and where appropriate provided by the Buyer
Joint Architecture Review Board	means the Joint Architecture Review Board as described in Schedule 7 (Governance)
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing
Key Performance Indicator or KPI	means a Service Level that Service Credits do not apply to
Key Role	the job role carried out by Key Supplier Personnel as identified in the Order Form
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	means any Sub-Contractor: (a) listed as such in the Order Form; (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 Services and/or Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract
Key Supplier Personnel	the individuals (if any) identified as such in the Order Form
Key Users	means a list of defined End Users that have extended access to ITSM material and systems to perform their role, as well as End Users who have the authority to grant authorisation on other End Users

Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
Knowledge Base Article	means the core set of knowledge resources that agents, and potentially customers, use. Well-written knowledge articles will make searchability and readability easy and enable the reader to diagnose and resolve effectively the issue he or she is facing
Knowledge Management System	means those processes used in the Buyer's Service Management suite for the purpose of recording and maintaining knowledge of all Services used by the Buyer
Known Error	means a problem that has a documented root cause and a Workaround
Landscape Architect	Means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for the architecture of the Services
Law	means 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 Supplier is bound to comply
Legacy Applications	the applications detailed in Annex B of the Services Specification
Legally Authorised Surveillance	means the collection of electronic evidence such as communication and IT logs, whereby law enforcement is involved (e.g. court order, injunction)
Licence Management System	means those processes used in the Buyer's service management suite for the purpose of recording and maintaining an accurate record of all the Software licences used by the Buyer in receipt of the services
Licensed Software	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software
Live Environments	means the architecture and all logical zones which are production ready, in an IT Environment which is actively serving the Buyer

Local Server Room(s)	means a room within Buyer Premises that comprises Physical Devices and Virtual Devices and equipment necessary to deliver End To End Services to End Users
Losses or Loss	means all losses, liabilities, damages, costs, fines, 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
Major Incident	means the highest category of impact for an Incident, which results in significant disruption to the Buyer's business
Major Incident Report	means the report that is produced in relation to a Major Incident and that describes the nature of the incident and recovery actions taken
Malicious Software	means 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
Master Directory	means the reference database for identities within the Buyer providing a common capability for the maintenance and synchronisation of information relating to all identities, roles and access rights. It enables identity data to be sourced from other system directories and databases (including but not limited to human resource and corporate finance); merged into a master set; maintained; and provided to sub-ordinate directory systems including infrastructure directories
Master Time Reference	means a common clock source reference, such as a Global Positioning System (GPS), that allows infrastructure to synchronise its timing
Maximum Contract Period	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot
Maximum Permitted Profit Margin	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Microsoft 365 Data	means data that has been uploaded to or created on the Buyer's Microsoft 365 tenant. This includes configuration data, the data of End Users and system data across Microsoft's cloud-based services used by the Buyer and Service Recipients including One Drive, SharePoint and Azure

Milestone	means an event or task described in: a) the Implementation Plan; b) a Project Plan; or c) a Project Work Order, as a “Milestone” which, if applicable, shall be completed by the relevant Milestone Date
Milestone Achievement Certificate	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule S2 (Testing Procedures)
Milestone Date	means the target date set out against the relevant Milestone in: a) the Implementation Plan; b) a Project Plan; or c) a Project Work Order, by which the Milestone must be Achieved
Milestone Group	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Milestone Payment	means a payment identified in: a) Schedule 2 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate in respect of Milestones in the Implementation Plan; b) a Project Plan where such payment is to be made following the issue of a Milestone Achievement Certificate in respect of Achievement of the relevant Milestone in the Project Plan; or c) a Project Work Order where such payment is to be made following the issue of a Milestone Achievement Certificate in respect of Achievement of the relevant Milestone in the Project Work Order
Milestone Retention	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Mobile Devices	means mobile phones, and tablets utilised by an End User to receive End to End Services
MoJO	means Ministry of Justice Official, an End User operating environment managed within the Buyer internally

Naming Standards And Conventions	means a defined set of rules for terminology and nomenclature
Network Devices	means the Buyer's network equipment used in the delivery of the Services, including firewalls, switches and routers as detailed in the Service Device Register
Network Access Control	means an approach to computer security that attempts to unify endpoint security technology, user or system authentication and network security enforcement
New Releases	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
Non-Documentary Deliverables	any Deliverables excluding Documentary Deliverables
Non Live Environment	means an environment, including the model court, used by the Supplier or Other Suppliers or the Buyer for the development and testing of the End to End Services
Non-trivial Customer Base	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor
Object Code	means software and/or data in machine-readable, compiled object code form
Online Certificate Status Protocol	means a protocol used to check the revocation status of X509 certificates
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source
Open Standards	means the Government's open standards found at: https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles
Operating Environment	means the Buyer System and the Sites
Operational Acceptance Testing	means the operational acceptance testing in accordance with the Buyer's Service Validation and Testing

Operational Change	as defined in Part B (Long Form Change Control Procedure) of Schedule 5 (Change Control Procedure)
Operational Service	means the Services as described within the Services Specification provided following Operational Service Commencement
Operational Service(s) Commencement	means Achievement of a Milestone for: <div style="margin-left: 40px;">(a) IDAM Services; or</div> <div style="margin-left: 40px;">(b) Technical Infrastructure Services,</div> as applicable
Operational Service Commencement Date	means the date on which: <div style="margin-left: 40px;">(a) the IDAM Services Commencement Date is Achieved; or</div> <div style="margin-left: 40px;">(b) the Technical Infrastructure Services Commencement Date is Achieved,</div> as applicable
Optional Services	the services described as such in Schedule 20 (Call-Off Specification) which are to be provided by the Supplier if required by the Buyer in accordance with Clauses 8.10 to 8.12 (Optional Services)
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Other Supplier	any supplier to the Buyer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware
Out-of-Support	means an original equipment manufacturer (OEM) has issued an end-of-life statement i.e. a statement that an operating system or software shall no longer receive technical support or updates, accompanied by a date which has passed
Outline Implementation Plan	the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used)
Outline Project Plan	has the meaning given in Schedule S10 (Service Requests and Projects)

Overhead	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the “ Parties ”)
Payment Planner	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Performance Monitoring Reports	has the meaning given in Paragraph 1.2 Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Personal Data	has the meaning given to it in the UK GDPR
Personal Data Breach	has the meaning given to it in the UK GDPR
Physical Devices	means any physical Buyer hardware used in the delivery of the Services, including network devices, servers, storage arrays, racks and switches as detailed in the Service Device Register
Pilot Testing	means the Buyer’s pilot testing process in accordance with the Buyer’s Service Validation and Testing policies
PKI Service	means a service provided by the Supplier pertaining to the creation, management, distribution, validation and revoking of digital certificates for use in the delivery of Services
Planned Approval Date	the planned date by which a Documentary Deliverable should achieve Approval, as set out in the Document Review Plan
Planned Downtime	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Preceding Services	means the services prior to the Operational Service Commencement Date that the Buyer was or is receiving that are the same as, or substantially similar to, the Services (or any part of the Services)
Principal Service Manager	Means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for delivery of the Services
Problem	Has the meaning given to it in ITIL
Problem Management	means the process responsible for managing the lifecycle of all Problems

Problem Management System	means those processes used in the Buyer's service management suite for the purpose of managing Problems
Processing	has the meaning given to it in the UK GDPR and "Process" and "Processed" shall be interpreted accordingly
Processor	has the meaning given to it in the UK GDPR
Processor Personnel	means 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 this Contract
Product Description	<p>(a) a document describing a project Deliverable in the form set out in Annex 2 of Schedule 1 (Implementation Plan) and according to content specified by the Buyer; or</p> <p>(b) a description of a product's purpose, composition, derivation and quality criteria, produced at planning time, once the need for the product is identified, in a form and according to content specified by the Buyer</p>
Profit Already Paid	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Prohibited Acts	<p>means:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p style="margin-left: 40px;">i) induce that person to perform improperly a relevant function or activity; or</p> <p style="margin-left: 40px;">ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>(c) committing any offence:</p> <p style="margin-left: 40px;">i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p style="margin-left: 40px;">ii) under legislation or common law concerning fraudulent acts; or</p> <p>(d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>(e) 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>

Project	means any programme of work for Services under the Contract pursuant to a Project Work Order that has been agreed by the Parties in accordance with the procedures set out in Schedule S10 (Service Requests and Projects) where the Buyer requires project management and/or the delivery of Services in a non-standard manner
Project Initiation Process	has the meaning given in paragraph 4.1 of Schedule S10 (Service Requests and Projects)
Project Milestone	an event or task described in: a) an Implementation Plan; b) a Project Plan; or c) a Project Work Order, as a “Milestone” which, if applicable, must be completed by the relevant Milestone Date
Project Plan	has the meaning given in Schedule S10 (Service Requests and Projects)
Project Request	has the meaning given in Schedule S10 (Service Requests and Projects)
“Project Specific IPRs”	(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract; but shall not include the Supplier Background IPRs or the Specially Written Software;
Project Test Strategy	a strategy for the conduct of Testing as described in paragraph 4 of S10 (Service Requests and Projects)
Project Work Order	means a written document setting out details of each Project in such form as may be agreed between the Parties from time to time, the format of which as at the Commencement Date is as set out in Annex 1 of Schedule S10 (Service Requests and Projects)
Protective Measures	means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Contract 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 Schedule S3 (Security Requirements)
Provisioning	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Quality Criteria	the criteria for Approval by the Buyer of a Documentary Deliverable, including any criteria set out in the Product Description for that Documentary Deliverable
Quality of Service	means the ability to prioritise selected network traffic or data flows including but not limited to application data, messaging data, telephony services and video conferencing services
Quality Plans	has the meaning given in Clause 7.1
RAS	means remote access service
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process
Rectification Plan Process	means the process set out in Clauses 31.3 to 31.8
Redundancy Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Reimbursable Expenses	has the meaning given in Schedule 2 (Charges and Invoicing)
Release and Deployment Management System	means those processes used in the Buyer's service management suite for the purpose of managing releases and deployments
Relevant IPRs	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Buyer Software, the Buyer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs

Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010
Relevant Transfer	shall have the meaning set out in Schedule S4 (Staff Transfer)
Remediation Action Plan	shall have the meaning set out in paragraph 6.1B.3 of Part of Schedule S3 (Security Requirements)
Reminder Notice	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time
Removable Media	means any type of Physical Device that can be removed from a computer while the system is running
Replacement Services	means any services which are the same as or substantially similar to any of the Services and which the Buyer and/or a Service Recipient receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Contract, whether those services are provided by the Buyer or a Service Recipient internally and/or by any third party
Replacement Supplier	means any third party service provider of Replacement Services appointed by the Buyer and/or a Service Recipient from time to time (or where the Buyer or a Service Recipient is providing replacement Services for its own account, the Buyer or that Service Recipient)
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Request Fulfilment System	means those processes used in the Buyer's service management suite for the purpose of categorising, managing and maintaining requests, for service fulfilment
Resolution	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels)
Responsibilities Matrix	means a RACI chart, used to assign and clearly define individual roles, responsibilities and accountable owners
Restricted Country	means any country which is not: (a) a member of the European Economic Area; or (b) the United Kingdom

Risk Mitigation Evidence Artefacts	means documentation that is evidence of risk mitigations (e.g. screenshots, log files)
Risk Position Statements	means the Supplier statements which are mapped to frameworks in relation to the risk profile, outlining the status of a risk, why the risk exists, what the impact is, and whether there is a partial mitigation in-place to address the risk
Risk Register	means the register of risk and contingencies that have been identified by the Parties, a copy of which is set out in Part D of Attachment 2 of the Order Form
Risk Treatment Plan(s)	means plans which contain evidence of risks identified in-line with the ISO framework. Risks must be clearly documented with an assigned severity level based on the impact analysis conducted
Root Cause Analysis	means an investigation into the underlying or original cause of an Incident or Problem
Schedule of Processing, Personal Data and Data Subjects	<p>means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including:</p> <ul style="list-style-type: none"> (a) identity of the Controller and Processor; (b) subject matter of processing; (c) duration of the processing; (d) nature and purposes of the processing; (e) type of Personal Data being Processed; (f) categories of Data Subject; and (g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Security Case Compliance Statements	means the Supplier's written statement to the Buyer, confirming the Supplier's compliance with any security case issued by the Buyer in accordance with the Buyer's security management policies, processes, procedures, guidelines, or standards;
Security Management Plan	as defined in Schedule S3 (Security Requirements)
Security Operations Centre	means those processes used in the Buyer's service management suite for the purpose of managing security issues

Security Penetration Test Statement of Requirements	a statement of work containing a high-level summary of the security penetration test work to be conducted, e.g., detailing the scope of the penetration test, outputs and completion date
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Servers	means the Buyer's physical and virtual servers, as detailed in the Service Device Register
Service Acceptance Testing	means the service acceptance testing in accordance with the Buyer's Service Validation and Testing
Service Asset and Configuration Management System	means those processes used in the Buyer's service management suite for the purpose of recording the service assets and their configuration
Service Catalogue	the service catalogue developed, maintained and implemented by the Supplier detailing the Services that can be ordered by the Buyer in accordance with the Service Request procedure in Schedule S10 (Service Requests and Projects)
Service Charges	shall have the meaning given in paragraph 1 of Schedule 2 (Charges and Invoicing)
Service Component Failure Impact Analysis	means an investigation to predict the consequences of a failure to a component of a service component or technical product
Service Credit Cap	means the service credit cap specified in Schedule 3
Service Credits	means any service credits specified in Part A of Schedule 3 being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
Service Delivery Life Cycle	means the management of the various stages in the life of the Service or End to End Service
Service Delivery Manager	means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for management of the Services
Service Design Package	means documents, including specifications, plans, drawings, photographs and books, designed for the purpose of providing context around the Services

Service Desk	means the system set up and operated by the Buyer to log, monitor, allocate and escalate Incidents, Incident resolutions and Service Requests
Service Device Register	means the full list of the Buyer's Devices to be managed by the Supplier in delivery of the Services which is maintained and updated by the Supplier as required
Service Failure Threshold	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels);
Service Improvement Plan	the Supplier's service improvement plan to rectify its failure to meet Service Levels as more particularly described in Part C of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Service Improvement Plan Process	the process set out in Part C of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Service Knowledge Management System	means those processes used in the Buyer's service management suite for the purpose of recording and maintaining knowledge of all services used by the Buyer
Service Level Failure	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Service Level Management System	means those processes used in the Buyer's service management suite for the purpose of recording and maintaining the Service Level targets and attainment against these targets
Service Level Performance Criteria	shall have the meaning set out in Schedule 3 (Service Levels)
Service Level Performance Measure	means Service Level Target and/or KPI Target as defined in Paragraph 2.1 of Schedule 3 (Service Levels)
Service Levels	means any service levels applicable to the provision of the Services under this Contract specified in Schedule 3 (Service Levels);
Service Management	means the delivery and support of the Services by the Supplier to meet the Buyer's service management requirements in line with Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
Service Management Acceptance Testing	means the service management acceptance testing in accordance with the Buyer's Service Validation and Testing

Service Management Policies, Processes and Procedures	means the service management policies in accordance with ITIL version 3.3 and ISO20000
Service Offering	Shall have the meaning set out in Paragraph 2 of Schedule 3 (Service Levels)
Service Period	means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period
Service Portfolio	means the core repository for all information for the Service, with each service component itemised together with its current status and history. The main descriptor for each service component shall be the Service Design Package
Service Portfolio Management System	means those processes used in the Buyer's service management suite for the purpose of managing the portfolio of services
Service Recipient	has the meaning given to it in Schedule 11 (Service Recipients)
Service Request	has the meaning given to it in Schedule S10 (Service Requests, and Projects)
Service Validation and Testing	means the service validation and testing in accordance with ITIL version 3.3 and ISO20000
ServiceNow	the Buyer's ITSM platform forming part of the ITSM Toolset
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
Shortfall Period	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Significant Change	an event that has an impact on operational service of the platform or a significant security impact (i.e. an agreed cloud server downtime). There must be a compensating measure in-place to address the anticipated risk
Single Point of Contact or SPoC	means the individual who is the single point of contact for the relevant activity
Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

	<p>(a) the Services and/or Deliverables are (or are to be) provided; or</p> <p>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form</p>
SMTP	simple mail transfer protocol
Software	means the Specially Written Software, Supplier Software and Third Party Software
Software Supporting Materials	has the meaning given in Clause 21.1.2
Source Code	means 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
Specialist Security Services	means the services provided by the Other Supplier(s) for Protective Monitoring, Digital Forensics, and IT Health CHECK
Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract
Specific Change in Law	means a Change in Law that relates specifically to the business of the Buyer and/or any Service Recipient and which would not affect a Comparable Supply
SSCM	means System Centre Configuration Manager
SSL	means Secure Socket Layer
Standards	means any standards set out or referred to in these Call Off Terms (if any), the Order Form and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the Information Commissioner

Statement of Requirements	means the document setting out the Buyer's requirements that is included in the Services Specification
Status Reports	means a report issued on a monthly basis, detailing new incidents, vulnerabilities, mitigations, and providing an overview of long-term remediation plans (e.g. for low priority items)
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
Supplier	means the entity identified as such in the Order Form
Supplier Background IPRs	<p>means</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Contract, <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software</p>
Supplier Background IPRs COTS	<p>means any embodiments of Supplier Background IPRs that:</p> <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Supplier COTS Software	means Supplier Software (including open source software) that:

	<p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Equipment	means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Buyer) for the provision of the Services
Supplier Non-COTS Background IPRs	means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs
Supplier Non-COTS Software	means Supplier Software that is not Supplier COTS Software
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
Supplier Profit	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Supplier Profit Margin	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Supplier Representative	means the representative appointed by the Supplier as may be changed from time to time in accordance with Clause 28.3, the details of which as at the Commencement Date are set out in the Order Form
Supplier Software	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form
Supplier System	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System)
System Integration Testing	means the systems integration testing in accordance with the Buyer's Service Validation and Testing

System Software	means the software executed on the Buyer System, used in the provision of the Services
System Testing	means the system testing in accordance with the Buyer's Service Validation and Testing;
Target Cost	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Target Price	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Technical Documentation	means documentation in support of the delivery, management and maintenance of the Services described in the Services Specification including: high level designs; low level designs; service architectures; service support work procedures and/or instructions; support documentation; functional specifications; technology roadmaps for hardware and software deployed to deliver the Services; and data architectures
Technical Infrastructure Services	means the technical infrastructure services as described in the Services Specification at section 9 of the Statement of Requirements and Annex A Level 0 ref: 05 of the Statement of Requirements
Technical Infrastructure Services Commencement Date	means the date Milestone M5-a is achieved
Tender	means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18
Termination Assistance Period	as defined in Schedule 10 (Exit Management)
Termination Date	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Termination Estimate	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Termination Notice	means 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 this Contract (or any part thereof) on a specified date and setting out the grounds for termination
Termination Payment	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)

Test and Testing	means any tests required to be carried out under this Contract, as further described in Schedule S2 (Testing Procedure) where used and “ Tested ” shall be construed accordingly
Test Issues	has the meaning given in Schedule S2 (Testing Procedures) where used
Test Manager	means the individual who shall be a member of the Key Supplier Personnel who is responsible for Service Validation and Testing
Test Schedule	means a list of activities and their associated timescale for the testing of the ITSC plans forming part of the Test Plan
Test Success Criteria	(a) has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedure); or (b) in relation to a Project, shall be the test success criteria agreed by the Parties for that Project
Third Party Beneficiary	has the meaning given in Clause 52.1
Third Party COTS IPRs	means Third Party IPRs that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base
Third Party COTS Software	means Third Party Software (including open source software) that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
Third Party IPRs	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software
Third Party Non-COTS IPRs	means Third Party IPRs that are not Third Party COTS IPRs
Third Party Non-COTS Software	means Third Party Software that is not Third Party COTS Software
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case

	is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form
TLS	means Transport Layer Security
Total Costs Incurred	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Transition Manager	Means the individual, who shall be a member of the Key Supplier Personnel, who has overall responsibility for transition of the Services
Transition Planning and Support System	means those processes used in the Buyer's service management suite for the purpose of planning and managing the transition of the services to the Live Environment
Transparency Reports	means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports)
UK GDPR	the UK General Data Protection Regulation
Unavailable	shall have the meaning set out in Paragraph 2.1 of Schedule 3 (Service Levels);
Unconnected Sub-contract	any contract or agreement which is not a Sub-Contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017
Unconnected Sub-contractor	any third party with whom the Supplier enters into an Unconnected Sub-contract
Unit/Component Testing	means the Buyer's unit and/or component testing in accordance with the Buyer's Service Validation and Testing
Unrecovered Costs	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Unrecovered Payment	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Unrecovered Profit	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)

Updates	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Contract Period
User Acceptance Testing	means the user acceptance testing in accordance with the Buyer's Service Validation and Testing
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
Verification Period	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Virtual Devices	means any virtualised instance used in the delivery of the Services, including appliances, servers, storage, firewalls and switches detailed in the Service Device Register
WAN	means Wide Area Network
Wider Information Management System	shall have the meaning set out in Paragraph 3A.1.2 of Part B of Schedule S3 (Security Requirements)
Work Day	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Work Hours	shall have the meaning set out in Paragraph 1 of Schedule 2 (Charges and Invoicing)
Workaround	means reducing or eliminating the impact of an incident or problem for which a full resolution is not yet available
Worker	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales

Zero-Trust	means an assumption that all requests and connections are potential breaches, and so must be verified and authenticated before being allowed
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SCHEDULE 2 - CHARGES AND INVOICING

1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

“Aggregate Milestone Retentions”	the aggregate of all Milestone Retentions deducted from Milestone Payments pursuant to paragraph 2.1 of Part A of this Schedule 2 and which have not yet been released in accordance with paragraph 2.5 (Release of Milestone Retentions) of Part A of this Schedule 2;
“Anticipated Contract Life Profit Margin”	the anticipated Supplier Profit Margin over the Contract Period as reflected in the Financial Model being 10% as at the Commencement Date;
“Applicable Supplier Personnel”	<p>any Supplier Personnel who:</p> <ul style="list-style-type: none">(a) at the Termination Date:<ul style="list-style-type: none">(i) are employees of the Supplier;(ii) are Dedicated Supplier Personnel;(iii) have not transferred (and are not in scope to transfer at a later date) to the Buyer or the Replacement Supplier by virtue of the Employment Regulations; and(b) are dismissed or given notice of dismissal by the Supplier within:<ul style="list-style-type: none">(i) forty (40) Working Days of the Termination Date; or(ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and(c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and(d) the Supplier can demonstrate to the satisfaction of the Buyer:<ul style="list-style-type: none">(i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;(ii) are genuinely being dismissed for reasons of redundancy; and(iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this

provision in respect of such employees;

“Breakage Costs Payment”	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3 of Part E (Early Termination Fees) of this Schedule 2;
“Catalogue Item Charges”	has the meaning given to it in Paragraph 3 of Part A (Pricing) of this Schedule 2;
“Certificate of Costs”	a certificate of costs signed by the Supplier’s Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant certificate) and substantially in the format set out in Annex I (Pro-Forma Certificate of Costs) to this Schedule 2;
“Compensation Payment”	the payment calculated in accordance with Paragraph 9 of Part E (Early Termination Fees) of this Schedule 2;
“Consumed”	<p>means:</p> <ul style="list-style-type: none">(a) in respect of Person Day resource, the deployment of that Person Day resource by the Supplier in the course of providing the relevant Services to the Buyer; and(b) in respect of Catalogue Items, the completion of the relevant Catalogue Item as evidenced by the closure of the ticket relating to the Service Request for that Catalogue Item, <p>and “Consumption” shall be construed accordingly;</p>
“Contract Breakage Costs”	the amounts payable by the Supplier to its Key Sub-Contractors for terminating all relevant Key Sub-Contracts as a direct result of the early termination of this Contract;
“Costs”	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <ul style="list-style-type: none">(a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:<ul style="list-style-type: none">(i) base salary paid to the Supplier Personnel;(ii) employer’s national insurance contributions;(iii) Employer 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 perform the Services (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 those Assets which are detailed on the Registers and 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 Assets by the Supplier to the Buyer or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;
- (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 delivery of the Services;
- (d) Forecast Contingency Costs;
- (e) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a fixed price or firm price pricing mechanism;

but excluding:

- (i) Overhead;
- (ii) financing or similar costs;
- (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Contract Period, whether in relation to Assets or otherwise;
- (iv) taxation;
- (v) fines and penalties;
- (vi) amounts payable under Schedule S5 (Benchmarking); and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

“CSPS Eligible Employee”

has the meaning given in paragraph 1.1 of Annex D1 (Civil Service Pensions Schedule) of Part D (Pensions) of S4 (Staff Transfer);

“Dedicated Supplier Personnel”	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Buyer whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
“Delay Payment Rate”	a daily amount as set out in the column headed ‘Delay Payment Rate’ in Annex A of this Schedule 2;
“Employer Pension Contributions”	means in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the Admission Agreement and such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Buyer in writing to constitute ‘Employer Pension Contributions’;
“European Standard”	in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
“Financial Model”	the Supplier’s full financial model for the Services as set out at Annex J to this Schedule 2;
“First Adjustment Date”	the first date on which Indexation shall be applied as determined in accordance with Paragraph 3.4 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2;
“Fixed Charges”	has the meaning given to it in Paragraph 3.2 of Part A (Pricing) of this Schedule 2;
“Fixed Project Charges”	the fixed charges payable for the Repeatable Projects as set out in Annex F to this Schedule 2 (Charges);
“Forecast Contingency Costs”	the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed ‘Forecast Contingency Costs’ in the Risk Register (as such costs are updated from time to time);
“Guaranteed Maximum Price”	in relation to a Milestone, 110% of the Target Price for the relevant Milestone;
“Incurred Costs”	in relation to a Milestone, the sum of: (a) the fixed day costs set out in the relevant Project Work Order multiplied by the number of Work Days that have

been expended by the Supplier Personnel in Achieving the relevant Milestone; and

- (b) any amount that would fall within limbs (b) or (c) of the definition of “Costs” (but subject to exceptions (i) to (vii) in that definition), to the extent that such amount has been incurred in Achieving the relevant Milestone;

**“Indexation” and
“Index”**

the adjustment of an amount or sum in accordance with Paragraph 3 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2;

“Key Milestone”

- (a) for the initial implementation of the Services, means Milestone M5a (Technical Infrastructure Services Commencement Date), M5b (IDAM Services Commencement Date) and M7 (Full service commencement); and

- (b) for a Project, means the Milestone or Milestones identified as a Key Milestone in the Project Work Order;

**“Maximum Permitted
Profit Margin”**

the Anticipated Contract Life Profit Margin plus 5%;

“Milestone Group”

has the meaning given in Paragraph 4.6 of Part B (Project Charges) of this Schedule 2;

“Milestone Retention”

for each Milestone shall be calculated as follows:

- (a) where the Milestone Payment for the relevant Milestone is determined by reference to a fixed pricing mechanism or on a Time and Materials basis, 20% of the Milestone Payment for that Milestone; and
- (b) where the Milestone Payment for the relevant Milestone is determined by reference to a Guaranteed Maximum Price with Target Cost pricing mechanism, 20% of the Target Price for the Milestone,

and, in the case of a Key Milestone, prior to deduction from the Milestone Payment of any Delay Payment attributable to that Key Milestone and without taking account of any amount payable by the Supplier pursuant to Paragraph 1.2 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2;

“Overhead”

those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-contractor’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 Personnel and accordingly included within limb (a) of the definition of “Costs” or the day cost set out in the relevant Project Work Order;

“Payment Planner”

means a report provided by the Supplier in respect of each Service Period to the Buyer containing information on historical and forecast consumption and the associated Charges, substantially in the form of Annex G to this Schedule 2 (Charges);

“Profit Already Paid”

the Supplier Profit paid or payable to the Supplier under this Contract for the period from the Commencement Date up to (and including) the Termination Date;

“Rate Card”

the day rates set out in the table in Annex D to this Schedule 2 (Charges);

“Redundancy Costs”

the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Buyer based on the time spent by such employee on the Services as a proportion of the total Service duration:

- (a) any statutory redundancy payment; and
- (b) in respect of an employee who was a Transferring Former Supplier Employee (as defined in Schedule S4 (Staff Transfer)) or a Transferring Buyer Employee (as defined in Schedule S4 (Staff Transfer)), any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;

“Reimbursable Expenses”

reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:

- (a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and

- (b) subsistence expenses incurred by Supplier Personnel 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; and

“Repeatable Projects”	the Project elements listed in Annex F to this Schedule 2 (Charges);
“Request for Estimate”	a written request sent by the Buyer to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Buyer exercised its right under Clause 35.1.9 (Termination Without Cause) to terminate this Contract without notice on a specified Termination Date;
“Service Charges”	means the charges calculated in accordance with Paragraph 3 of Part A of this Schedule 2 (Charges and Invoicing);
“Shortfall Period”	has the meaning given in Paragraph 1.1.2 of Part E (Payments on Termination) of this Schedule 2 (Charges and Invoicing);
“Supplier Profit”	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
“Supplier Profit Margin”	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supporting Documentation”	sufficient information in writing to enable the Buyer reasonably to assess whether the Charges, any Reimbursable Expenses and other sums due from the Buyer detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
“Target Cost”	the target Costs for a Project as set out in the relevant Project Work Order;
“Target Price”	the target Charges for a Project as set out in the relevant Project Work Order;
“Termination Date”	the date on which the Contract will terminate as set out in the Termination Notice;
“Termination Estimate”	has the meaning given in Paragraph 14.2 of Part E (Early Termination Fees) of this Schedule 2;

“Termination Payment”	the payment determined in accordance with this Part E (Early Termination Fees) of this Schedule 2;
“Total Costs Incurred”	the Costs incurred by the Supplier up to the Termination Date in the performance of this Contract and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
“Unrecovered Costs”	the Costs incurred by the Supplier in the performance of this Contract (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Contract would have been payable by the Buyer after the Termination Date in accordance with this Schedule 2 (Charges and Invoicing) as such Costs and Charges are forecast in the Financial Model;
“Unrecovered Payment”	an amount equal to the lower of: <ul style="list-style-type: none"> (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and (b) the amount specified in Paragraph 7 of Part E (Early Termination Fees) of this Schedule 2; and
“Unrecovered Profit”	$(\text{Total Costs Incurred} \times \text{Anticipated Contract Life Profit Margin}) - \text{Profit Already Paid} + \text{Milestone Retentions remaining unpaid at the Termination Date};$
“Variable Charges”	has the meaning given to it in Paragraph 3 of Part A (Pricing) of this Schedule 2;
“Work Day”	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
“Work Hours”	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

2. SCOPE

2.1 This Schedule 2 comprises:

- 2.1.1 Part A: Pricing;
- 2.1.2 Part B: Project Charges;
- 2.1.3 Part C: Adjustments to the Charges;

- 2.1.4 Part D: Invoicing and Payment Terms;
- 2.1.5 Part E: Early Termination Fees.

PART A – PRICING**1. GENERAL**

- 1.1 Except as is agreed by the Parties pursuant to the Change Control Procedure, the only Charges payable by the Buyer in respect of the performance by the Supplier of its obligations under this Contract are:
- 1.1.1 the Milestone Payments payable in accordance with paragraph 2 of this Part A;
 - 1.1.2 the Service Charges payable in accordance with paragraph 3 of this Part A; and
 - 1.1.3 the Project Charges payable in accordance with Part B of this Schedule 2.

2. MILESTONE PAYMENTS

- 2.1 Subject to the provisions of Paragraph 1.2 of Part C of this Schedule 2 in relation to the deduction of Delay Payments, on the Achievement of a Milestone the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with that Milestone (if any) less the applicable Milestone Retention.
- 2.2 Each invoice relating to a Milestone Payment shall be supported by a Milestone Achievement Certificate and all relevant Supporting Information.
- 2.3 The Milestone Payments are charged on a fixed price basis and are set out in the table in Annex A (Milestone Payments and Delay Payments) to this Schedule 2.
- 2.4 The Milestone Payments shall not be subject to Indexation.

Release of Milestone Retentions

- 2.5 On Achievement of Milestone M7 (full service commencement), the Supplier shall be entitled to invoice the Buyer for an amount equal to all Milestone Retentions that relate to Milestones identified in the Implementation Plan and which have not been paid before such Milestone M7 (full service commencement) less any Delay Payments deducted in accordance with Paragraph 1.2 of Part C of this Schedule 2.

3. SERVICE CHARGES

- 3.1 The Service Charges shall be payable by the Buyer for the relevant Services with effect from the relevant Operational Service Commencement Date and shall comprise:
- (a) the Fixed Charges ("**Fixed Charges**") (calculated in accordance with Paragraph 3.2 below);
 - (b) the Variable Charges ("**Variable Charges**") (calculated in accordance with Paragraph 3.3 below);
 - (c) the Catalogue Item Charges ("**Catalogue Item Charges**") (calculated in accordance with Paragraph 3.4 below); and
 - (d) the charges for Optional Services (calculated in accordance with Paragraph

8 below).

3.2 Fixed Charges

- 3.2.1 The Fixed Charges payable by the Buyer are set out in Annex B (Fixed Charges) to this Schedule 2.
- 3.2.2 The Fixed Charges shall be calculated on a monthly basis by reference to the monthly fixed unit price applicable to the relevant service element set out in the "Fixed Charges" tab of the Financial Model.
- 3.2.3 The Supplier shall be entitled to Index the Fixed Charges in accordance with Paragraph 3 of Part C of this Schedule 2.

3.3 Variable Charges

- 3.3.1 The Variable Charges payable by the Buyer are set out in Annex C (Variable Charges) to this Schedule 2. The Supplier shall be entitled to Index the Variable Charges in accordance with Paragraph 3 of Part C of this Schedule 2.
- 3.3.2 The Variable Charges shall be calculated on a monthly basis by reference to:
 - (a) the volumes achieved within the relevant volume bands and the unit prices; and
 - (b) the sum, quantity and type of Devices in scope of the Services during that Service Period,

using the pricing set out in Annex C of this Schedule 2.
- 3.3.3 The volume for the purpose of calculation in Paragraph 3.3.2(a) of this Part A shall be the highest volume reached in the relevant Service Period.
- 3.3.3A The Parties acknowledge that the list of Devices may change during the Contract Period, and for the purpose of the calculation in Paragraph 3.3.2(b), the Parties agree that:
 - 3.3.3A.1 The Supplier provided a Variable Charge against each Device as part of the Supplier's Call Off Tender, which as at the Commencement Date are set out at Annex C of this Schedule 2.
 - 3.3.3A.2 Ahead of the Infrastructure Services Commencement Date, the Supplier and the Buyer shall compare the list of Devices set out at Annex C against the list of Devices in the Service Device Register.
 - 3.3.3A.3 In accordance with the Services Specification, the Supplier shall update the list of the Devices in the Service Device Register on a monthly basis.
 - 3.3.3A.4 If following the review and update carried out at paragraphs

3.3.3A.2 or 3.3.3A.3, there are new Devices in the Service Device Register that are different to the list in Annex C then the following shall apply to the Variable Charges:

3.3.3A.4.1 If the new Devices are the same or substantially similar to Devices already listed in Annex C, then the Variable Charge for supporting the Device already listed in Annex C, shall apply.

3.3.3A.4.2 If the new Devices are not the same nor substantially similar to devices already listed in Annex C, then the Supplier shall propose a new Variable Charge for supporting such device in accordance with the Change Control Procedure. Until any new Variable Charge is agreed via the Change Control Procedure, then no charge shall be charged by the Supplier for supporting the new Device. For the avoidance of doubt, if a new Variable Charge is agreed via the Change Control Procedure, the Supplier may charge the Buyer any retrospective Variable Charges that have been incurred since the new Device was being supported until the new Variable Charge was agreed.

3.3.4 The Supplier acknowledges and agrees that the Buyer gives no warranty or representation as to:

- (a) the number or volume of units consumed or required in the performance of the Services;
- (b) the sum and type of Devices in scope of the Services during each Service Period; and/or
- (c) the total Variable Charges.

3.3.5 The Supplier shall provide the Buyer with sufficient evidence to enable the Buyer to determine which such Variable Charges are payable.

3.4 Catalogue Item Charges

3.4.1 The Service Catalogue contains the Catalogue Items. The Catalogue Item Charges due in respect of a Service Period shall be the aggregate of the charges arising in respect of chargeable Catalogue Items Consumed by the Buyer from the Service Catalogue in that Service Period.

3.4.2 The Buyer shall be entitled to purchase each Catalogue Item at the price stated in the Service Catalogue set out in Annex E (Catalogue Item Charges) to this Schedule 2. The Supplier shall be entitled to Index the Catalogue Item Charges in accordance with Paragraph 3 of Part C of this Schedule 2.

3.4.3 The Supplier shall list prices in the Service Catalogue as either:

- (a) a one-off charge payable by the Buyer following Consumption of the relevant Catalogue Item; or
 - (b) a recurring charge payable by the Buyer for the relevant period referred to in the Service Catalogue in respect of recurring licence fees or maintenance and support charges.
- 3.4.4 In order to receive payment for Catalogue Items, the Supplier shall be required to comply with any agreed requirements (as such may be amended or replaced from time to time).
- 3.5 The Supplier shall submit to the Buyer each Service Period a detailed file containing the details of all the amounts which the Supplier considers as due and chargeable for Catalogue Items Consumed by the Buyer. The Supplier will ensure that such file includes all relevant information extractable from the Buyer's System Management Tool (if applicable), and as a minimum, shall provide the following information:
 - 3.5.1 task/request reference
 - 3.5.2 date created/requested
 - 3.5.3 date closed/provided
 - 3.5.4 current status
 - 3.5.5 Delivery location
 - 3.5.6 allocation/business unit
 - 3.5.7 item code
 - 3.5.8 item description; and
 - 3.5.9 net amount.
- 3.6 The Supplier may only charge single amounts for Catalogue Item Charges verified by and agreed with the Buyer. If the Supplier charges an amount for Catalogue Items which has not been approved by the Buyer or which is disputed by the Buyer, then the Supplier shall immediately credit such amount pending approval by the Buyer or resolution of the dispute (as applicable).
- 3.7 The Supplier shall submit to the Buyer requests for changes to the Service Catalogue no more than once per quarter, in a pre-agreed format. Requests must be submitted within the following notice periods before the date that the changes to the Supplier's Service Catalogue are required to be implemented:
 - 3.7.1 with at least fifteen (15) Working Days' notice for modifications to existing Catalogue Items, deletions of existing Catalogue Items or the addition of simple and non-complex Catalogue Items; and
 - 3.7.2 with at least thirty (30) Working Days' notice for the addition of new complex Catalogue Items.
- 3.8 The Buyer will in a timely manner review and raise any queries and then the Supplier

will respond and resolve such queries promptly and issue the final request for changes to the Catalogue Items at least ten (10) Working Days before the date that the changes to the Service Catalogue are required to be implemented. Delays in the timely submission of Catalogue Item changes or resolution of Buyer queries will result in delayed implementation of changes and payments by the Buyer.

- 3.9 The Supplier shall ensure when proposing prices to be applicable to each new or revised Catalogue Item to be added to the Service Catalogue in accordance with Schedule S10 (Service Requests and Projects) that these prices shall be a maximum of the purchase cost (net of any discounts) to the Supplier of the relevant product or service (excluding VAT), plus a maximum uplift (incorporating any handling fee, margin and overhead) not to exceed the Maximum Permitted Profit Margin.
- 3.10 If the Buyer is able to obtain more favourable commercial terms in respect of any Catalogue Item, the Buyer may require the Supplier to enter into more favourable commercial terms as soon as reasonably practicable and in any event no later than thirty (30) days after initial notification to the Supplier by:
 - 3.10.1 requiring the Supplier to replace its existing commercial terms with the more favourable commercial terms obtained by the Buyer in respect of the relevant item; or
 - 3.10.2 subject to Paragraph 3.12, entering into a direct agreement with the supplier of that Catalogue Item in respect of the relevant Catalogue Item.
- 3.11 If the Buyer exercises either of its options pursuant to Paragraph 3.10, then the price for that Catalogue Item shall be reduced by an amount that is agreed in accordance with the Change Control Procedure, and any Charges based on those Catalogue Items shall be reduced accordingly.
- 3.12 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to:
 - 3.12.1 the Buyer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
 - 3.12.2 any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.
- 3.13 The Supplier shall not be entitled to add any costs, other than those listed at Paragraph 3.9 above, to the Catalogue Item Charges.
- 3.14 **Scope of Service Charges**
 - 3.14.1 For the avoidance of doubt, unless a requirement in the Services Specification states that it shall be requested by the Buyer via a Project Request, and associated Project Charges are agreed by the Buyer, all elements of the Services shall be charged for as part of the Service Charges and the Supplier shall not be entitled to receive any additional payment from the Buyer for the Supplier's performance of the Services.

4. CALCULATION OF MONTHLY SERVICE CHARGES

- 4.1 Following the relevant Operational Service Commencement Date, Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part D (Invoicing and Payment Terms) of this Schedule 2.
- 4.2 If a Service Charge:
- 4.2.1 commences on a day other than the first day of a month; and/or
- 4.2.2 ends on a day other than the last day of a month,
- the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.
- 4.3 The Service Charges for each Service Period shall be the aggregate of:
- 4.3.1 the Fixed Charges for the relevant Service Period;
- 4.3.2 the Variable Charges for the relevant Service Period; and
- 4.3.3 the Catalogue Item Charges for the relevant Service Period,
- each as calculated in accordance with Paragraph 3 of this Part A.
- 4.4 The Supplier acknowledges and agrees that the Buyer gives no warranty or representation as to:
- 4.4.1 the number or volume of Services consumed or required in the performance of the Services; and/or
- 4.4.2 the total Service Charges.

5. SERVICE CREDITS

- 5.1 Service Credits shall be applied against the Service Charges in accordance with Paragraph 4 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2.

6. TIME AND MATERIAL CHARGES

- 6.1 Where the Parties agree in writing that a particular Charge is to be calculated by reference to a Time and Materials pricing mechanism (e.g. pursuant to a Contract Change):
- 6.1.1 the day rates set out in the table in Annex D (Rate Card) to this Schedule 2 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-Contractor) shall:
- (a) not be entitled to include any uplift for risks or contingencies within its day rates;
- (b) not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier

shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed;

- (c) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and

6.1.2 the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer request.

6.2 The Supplier shall be entitled to Index the rates set out in the table in Annex D (Rate Card) to this Schedule 2 in accordance with Paragraph 3 of Part C of this Schedule 2.

6.3 In respect of any Time and Materials Charges that are invoiced to the Buyer in any Contract Year, the Supplier shall apply a discount to all Time and Materials Charges in the next following Contract Year, calculated by reference to the bandings in the rows of the "Value (£) invoiced in Contract Year" column and the percentages in the "Discount %" column of the table in Annex D (Volume Discount).

Worked example

If in Contract Year 1 the total invoiced spend on Time and Materials Charges is £750,000 and the discount percentage for the £500,001 - £1,000,000 band is 5%, then all Time and Materials Charges in Contract Year 2 will be discounted by 5%.

7. REIMBURSEABLE EXPENSES

7.1 The Charges (including the Milestone Payments, Fixed Charges, Variable Charges, Catalogue Item Charges, Fixed Project Charges and Rate Card) are all inclusive of costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:

7.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or

7.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

7.2 The Supplier shall only be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges) if the Buyer has approved such expenses in writing prior to the expenses being incurred and provided that such Reimbursable Expenses are supported by Supporting Documentation.

8. OPTIONAL SERVICES

- 8.1 If the Buyer gives notice pursuant to Clauses 8.10 to 8.12 (Optional Services) that it requires the Supplier to provide any or all of the Optional Services, the Service Charges for the relevant Optional Services shall be calculated by reference to the relevant rates and prices for those Optional Services specified in Annex B of this Schedule B.

PART B – PROJECT CHARGES

1. INTRODUCTION

- 1.1 If the Parties agree that the Supplier shall provide a Project, then the Charges payable by the Buyer for such Project (the “**Project Charges**”) shall be payable on the basis of the charging mechanism set out in the relevant Project Work Order. Wherever possible, a Project Work Order should use Catalogue Items and/or Repeatable Projects if relevant to the Project.
- 1.2 The Project Charges for a Project shall be calculated on the basis of:
 - 1.2.1 the relevant Fixed Project Charge(s) in respect of a Repeatable Project;
 - 1.2.2 the equivalent price of a relevant Catalogue Item Charges where a Catalogue Items can be used as part of a Project;
 - 1.2.3 a fixed price, payable in one or more Milestone Payments in accordance with Paragraph 2 of this Part B;
 - 1.2.4 time and materials charges, payable in accordance with Paragraph 3 of this Part B; or
 - 1.2.5 a Guaranteed Maximum Price with Target Cost mechanism, payable in accordance with Paragraph 4 of this Part B.

2. MILESTONE PAYMENTS

- 2.1 The Parties may specify Milestone Payments as the charging basis for part or all of a Project.
- 2.2 Project Work Orders that specify Charges payable on the basis of Milestone Payments shall set out the details of each Milestone Payment, including the relevant Milestone Date(s), the amount payable and the value of any Milestone Retention and/or Delay Payment (if applicable).
- 2.3 Subject to paragraphs 2.4 to 2.6 below and to the payment of any Delay Payments in accordance with Paragraph 1 of Part C of this Schedule 2, the Supplier shall be entitled to deliver an invoice to the Buyer in respect of each Milestone Payment (less any applicable Milestone Retention):
 - 2.3.1 on the issue by the Buyer of a Milestone Achievement Certificate in accordance with Schedule S2 (Testing Procedures); or
 - 2.3.2 on the Supplier Achieving and evidencing the agreed Test Success Criteria to the Buyer’s reasonable satisfaction as set out in a Project Work Order,for the Milestone associated with that Milestone Payment.
- 2.4 The circumstances in which a Milestone shall be considered to have been Achieved shall be set out in the relevant Project Work Order. Payment shall be made to the Supplier in accordance with Part D of this Schedule 2 (Charges and Invoicing).
- 2.5 The circumstances in which a Milestone Retention shall be released shall be set out in

the relevant Project Work Order.

- 2.6 Unless otherwise agreed in the Project Work Order, Milestone Payments shall constitute full consideration for the Project and shall be fully inclusive of all costs and expenses incurred in performance of the applicable Project.

3. TIME AND MATERIALS CHARGES

- 3.1 Where Project Work Orders specify Time and Materials Charges as the basis of payment for the relevant Project (or part thereof), such Time and Materials Charges shall be calculated each month as the aggregate of Work Day resources and any agreed Reimbursable Expenses Consumed in delivering the relevant Project in that month where:

- 3.1.1 Work Day Resources are calculated by reference to:

3.1.1.1 the number of Work Days the agreed Supplier Personnel are actively performing the Project in that month; and

3.1.1.2 the Daily Rate applicable to the relevant grade of Supplier Personnel as set out in the Rate Card,

provided that where Supplier Personnel work less than a full Work Day, the relevant charge shall be calculated based on the applicable Daily Rate pro rata for each whole hour worked; and

- 3.1.2 Reimbursable Expenses must be agreed and authorised by the Buyer in advance of performing the relevant Services in accordance with Paragraph 7 of Part A of this Schedule 2 and must be supported by Supporting Documentation; and

- 3.1.3 No finance charges, risks or contingencies or any other uplifts shall be applied to the Time and Materials Charges; and

- 3.1.4 the Supplier shall not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed.

- 3.2 The Supplier shall maintain full and accurate records of the time spent by the Supplier Personnel in providing the relevant Project services and shall provide such records to the Buyer with each relevant invoice submitted in accordance with Part D (Invoicing and Payment Terms) of this Schedule 2. The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer's request.

- 3.3 In respect of any Time and Materials Charges that are invoiced to the Buyer in any Contract Year, the Supplier shall apply a discount to all Time and Materials Charges in the next following Contract Year, calculated by reference to the bandings in the rows of the "Value (£) invoiced in Contract Year" column and the percentages in the "Discount %" column of the table in Annex D (Volume Discount).

Worked example

If in Contract Year 1 the total invoiced spend on Time and Materials Charges is £750,000 and the discount percentage for the £500,001 - £1,000,000 band is 5%, then all Time and Materials Charges in Contract Year 2 will be discounted by 5%.

4. GUARANTEED MAXIMUM PRICE WITH TARGET COST PRICING MECHANISM

- 4.1 Where a Project Work Order states that the Project Charges are to be calculated by reference to a Guaranteed Maximum Price with Target Cost pricing mechanism, then the following payment process shall apply.
- 4.2 If the Incurred Costs relating to a Milestone are lower than the Target Cost for that Milestone, the difference between the Incurred Costs and the Target Cost shall be shared equally between the Buyer and the Supplier (resulting in the Supplier receiving a higher Supplier Profit Margin in relation to that Milestone), and the Milestone Payment shall be calculated as follows:

$$\text{Milestone Payment} = TP - ((TC - IC)/2)$$

where:

TP is the Target Price for the relevant Milestone;

TC is the Target Cost for the relevant Milestone; and

IC is the Incurred Costs relating to the relevant Milestone.

- 4.3 If the Incurred Costs relating to a Milestone are greater than the Target Cost for that Milestone, the difference between the Incurred Costs and the Target Cost shall be borne equally between the Buyer and the Supplier (resulting in the Supplier receiving a lower Supplier Profit Margin in relation to that Milestone), provided that the maximum Milestone Payment payable by the Buyer for the relevant Milestone shall not exceed an amount equal to the Guaranteed Maximum Price for that Milestone as set out in the relevant Project Work Order. Represented numerically:

(a) if:

(i) $IC > TC$; and

(ii) $TP + ((IC - TC)/2) < GMP$,

then Milestone Payment = $TP + ((IC - TC)/2)$; or

(b) if:

- (i) $IC > TC$; and
- (ii) $TP + ((IC - TC)/2) \geq GMP$,

then Milestone Payment = GMP

where:

IC	is the Incurred Costs relating to the relevant Milestone;
TC	is the Target Cost for the relevant Milestone;
TP	is the Target Price for the relevant Milestone; and
GMP	is $TP * 1.1$, being the Guaranteed Maximum Price for the relevant Milestone.

- 4.4 Upon the issue of an Achievement Certificate for the Milestone, the Supplier may invoice the Buyer for the Target Price for the relevant Milestone, less the Milestone Retention calculated using such Target Price.
- 4.5 No later than 60 Working Days after the invoice referred to in Paragraph 4.4 has been issued, the Supplier shall:
 - 4.5.1 submit to the Buyer a report setting out the Incurred Costs and actual Milestone Payment for the Milestone;
 - 4.5.2 issue to the Buyer an invoice or credit note for the difference between the actual Milestone Payment payable and the Target Price invoiced for the Milestone (in each case, after deducting the applicable Milestone Retention);
 - 4.5.3 where a credit note is to be issued to the Buyer pursuant to Paragraph 4.5.2, repay to the Buyer a sum equal to such difference as a debt within 10 Working Days of issue of the credit note; and
 - 4.5.4 issue a Certificate of Costs with Supporting Documentation, which shall exclude any accruals, prepayments and provisions.

Milestone Groups

- 4.6 Where Milestones are stated in a Project Work Order to constitute a group of Milestones (a “**Milestone Group**”) and the Milestone Payments relating to the Milestones in that Milestone Group are each to be calculated by reference to a Guaranteed Maximum Price with Target Cost pricing mechanism, then the following payment process shall apply:
 - 4.6.1 in respect of each Milestone within the Milestone Group, the Supplier may invoice the Buyer for the Target Price for the relevant Milestone, less the Milestone Retention calculated using such Target Price, upon the issue of the associated Satisfaction Certificate; and

- 4.6.2 no later than 60 Working Days after the issue of the invoice for the final Milestone Payment relating to the Milestone Group, the Supplier shall:
- 4.6.2.1 submit to the Buyer a report setting out the Incurred Costs and actual Milestone Payments for the Milestone Group;
 - 4.6.2.2 issue to the Buyer an invoice or credit note for the difference between the aggregate of the actual Milestone Payments payable and Target Prices invoiced for Milestones in the Milestone Group (in each case, after deducting all Milestone Retentions relating to that Milestone Group);
 - 4.6.2.3 where a credit note is to be issued to the Buyer pursuant to Paragraph 4.6.2.2, repay to the Buyer a sum equal to such difference as a debt within 10 Working Days of issue of the credit note; and
 - 4.6.2.4 issue a Certificate of Costs with Supporting Documentation, which shall exclude any accruals, prepayments and provisions.
- 4.7 If the Supplier does not repay any such sum as is referred to in Paragraph 4.5.2 or 4.6.2.2 within 10 Working Days of issue of the relevant credit note, it shall repay such sum together with interest on such sum at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.
- 4.8 Following the issue of a Certificate of Costs in accordance with Paragraph 4.5.2 or 4.6.2.2, the Supplier shall not be entitled to invoice the Buyer for any additional Charges relating to the Milestone or Milestone Group (as applicable) save as provided in Paragraph 4.5.

Release of Milestone Retentions

- 4.9 The circumstances in which a Milestone Retention shall be considered to have been Achieved are set out in in the relevant Project Work Order.

PART C – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. DELAY PAYMENTS

1.1 If Delay Payments have been included in the Implementation Plan or a Project Work Order and a Key Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall notify the Buyer and shall pay a Delay Payment to the Buyer in respect of that Milestone. Delay Payments shall accrue:

1.1.1 at the Delay Payment Rate or (where applicable) at the daily rate set out in the relevant Project Work Order;

1.1.2 from (but excluding) the relevant Milestone Date to (and including) the earlier of:

(a) the date on which the Milestone is Achieved;

(b) the expiry of the Delay Deduction Period; and

1.1.3 on a daily basis, with any part day's Delay counting as a

day. **Worked example**

If the Milestone Payment for Milestone M5a is £1000 and the Aggregate Milestone Retentions at the time the Milestone is in delay are £200, then the Delay Payment shall be accrued on a daily basis as follows:

£200 divided by 90 = £2.22

Therefore, if the Achievement of Milestone M5a is delayed by 10 days, the total Delay Payment relating to that Milestone would be £22.22.

1.2 In the event the circumstances described in Paragraph 1.1 apply, then following the earlier of (i) the Buyer being notified by the Supplier pursuant to Paragraph 1.1 that a Key Milestone has not been Achieved and (ii) the relevant Milestone Date, the Supplier shall, within 5 Working Days, issue a credit note to the Buyer in respect of the relevant amount.

1.3 Any amounts paid to the Buyer pursuant to Paragraph 1.2 shall not be refundable to the Supplier in any circumstances, including where a Delay as referred to in the Supplier's notice:

1.3.1 does not occur; or

1.3.2 does occur but continues for fewer days during the relevant Delay Deduction Period than the number of days referred to in Paragraph 1.2.

1.4 The Parties agree that Delay Payments calculated in accordance with the applicable Delay Payment Rates are in each case reflective of a genuine pre-estimate of the Losses which the Buyer will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payment Rates are stated exclusive of VAT.

- 1.5 The Delay Payment in respect of a Milestone (net of any payment made in respect of that Milestone pursuant to Paragraph 1.3) shall be shown as a deduction from the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Milestone is Achieved or the expiry of the Delay Deduction Period (as the case may be). If the relevant Milestone is not Achieved by the expiry of the Delay Deduction Period and no invoice is due to be issued by the Supplier within ten (10) Working Days of expiry of the Delay Deduction Period, then the Supplier shall within ten (10) Working Days of expiry of the Delay Deduction Period:
- 1.5.1 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Milestone (net of any payment made in respect of the Milestone pursuant to Paragraph 1.2); and
- 1.5.2 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

2. CHANGES TO CHARGES

- 2.1 Subject to changes to Catalogue Items and the Variable Charges for Devices which shall be dealt with in accordance with Paragraph 3 of Part A to this Schedule 2, any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 5 (Change Control Procedure) and on the basis that the Supplier Profit Margin on such Charges shall:
- 2.1.1 be no greater than that applying to Charges using the same pricing mechanism as at the Commencement Date; and
- 2.1.2 in no event exceed the Maximum Permitted Profit Margin.
- 2.2 The Buyer may request that any Impact Assessment (as defined in Schedule 5 (Change Control Procedure)) presents Charges without Indexation for the purposes of comparison.

3. INDEXATION

- 3.1 Fixed Charges, Variable Charges, the Rate Card and Catalogue Item Charges shall be subject to Indexation and shall be adjusted in accordance with the provisions of this Paragraph 3 to reflect the effects of inflation. For the avoidance of doubt Milestone Payment amounts shall not be subject to Indexation.
- 3.2 Where Indexation applies, the relevant adjustment shall be:
- 3.2.1 applied on the First Adjustment Date and on the first day of April in each subsequent year (each such date an "adjustment date");
- 3.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the

12 months ended on the 31 January immediately preceding the relevant adjustment date.

- 3.3 Except as set out in this Paragraph 3, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations.
- 3.4 The First Adjustment Date shall be:
- 3.4.1 if Milestone M7 (Full service commencement) is Achieved on or before the 30th of January 2026, the 1st of April 2026;
 - 3.4.2 subject to paragraph 3.4.3, if Milestone M7 (Full service commencement) is not Achieved on or before the 30th of January 2026, the 1st of April 2027;
or
 - 3.4.3 if Milestone M7 (Full service commencement) is not Achieved on or before the 30th of January 2026 and the Supplier can demonstrate that such failure to Achieve Milestone M7 on or before the 30th of January 2026 was caused by a Buyer Cause, the 1st of April 2026.

4. SERVICE CREDITS

- 4.1 Service Credits shall be calculated in accordance with Paragraph 3 (Service Credit Formula) of Part A of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- 4.2 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 4.3 Service Credits shall be applied by means of a credit note issued by the Supplier against the Service Charges for the Service Period immediately succeeding the Service Period to which they relate.

5. RISK REGISTER

The Parties shall review the Risk Register set out in Part D (Risk Register) of Attachment 2 (Charges and Invoicing) of the Order Form from time to time and as otherwise required under Schedule 7 (Governance).

6. PAYMENTS FOR DELAYS DUE TO BUYER CAUSE

- 6.1 If the Supplier is entitled in accordance with Clause 32 (Supplier Relief Due To Buyer Cause) to additional expenses for failure to Achieve a Milestone by its Milestone Date, then, subject always to Clause 19 (Limitation of Liability) and paragraph 6.2 below, such additional expenses shall be determined in accordance with the following principles:
- 6.1.1 the Buyer shall reimburse the Supplier for additional Costs incurred by the Supplier that the Supplier:

- 6.1.1.1 can demonstrate it has incurred solely and directly as a result of the Buyer Cause; and
 - 6.1.1.2 is, has been, or will be unable to mitigate, having complied with its obligations under Clause 8 (Provision and Receipt of the Services),

together with an amount equal to the Anticipated Contract Life Profit Margin thereon;
- 6.1.2 the additional expenses shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Buyer Cause;
- 6.1.3 the compensation shall include such amount as is appropriate to maintain the Supplier Profit Margin set out in respect of the relevant Milestone in the table in Annex A (Milestone Payments and Delay Payments) to this Schedule 2.
- 6.2 Paragraph 6.1 shall not apply in respect of any failure by the Supplier to Achieve a Milestone relating to a Project.
- 6.3 The Supplier shall provide the Buyer with any information the Buyer may require in order to assess the validity of the Supplier's claim to additional expenses.

PART D – INVOICING AND PAYMENT TERMS

1. SUPPLIER INVOICES

- 1.1 The Buyer shall accept for processing any Electronic Invoice that complies with the European Standard and any standards required by this Contract or otherwise agreed in writing by the Parties, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with such agreed standards, the Supplier shall comply with the requirements of the Buyer's e-invoicing system. In the alternative the Supplier shall:
 - 1.2.1 prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Commencement Date which shall include, as a minimum, the details set out in Paragraph 1.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
 - 1.2.2 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in Paragraph 1.2.1 is not approved by the Buyer.
- 1.3 The Supplier shall ensure that each invoice contains the following information:
 - 1.3.1 the date of the invoice;
 - 1.3.2 a unique invoice number;
 - 1.3.3 the Service Period or other period(s) to which the relevant Charge(s) relate;
 - 1.3.4 the correct reference for this Contract;
 - 1.3.5 the reference number of the purchase order to which it relates (if any);
 - 1.3.6 the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - 1.3.7 a description of the Services;
 - 1.3.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials etc.);
 - 1.3.9 any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - 1.3.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
 - 1.3.11 details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;

- 1.3.12 reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
 - 1.3.13 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - 1.3.14 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
 - 1.3.15 where the Services have been structured into separate Service lines, the information at Paragraphs 1.3.1 to 1.3.14 of this Paragraph 1.3 shall be broken down in each invoice per Service line; and
 - 1.3.16 and any other information reasonably required by the Buyer.
- 1.4 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements of Parts A and B of this Schedule 2 (Charges and Invoicing). Each invoice will only be paid if the amount matches the amount agreed through the Payment Planner process as detailed in Paragraph 2 of this Part D of Schedule 2.
- 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system (as notified to the Supplier) or if that is not possible to the address or email set out in the Order Form with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.8 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Part D. Where any invoice does not conform to the Buyer's requirements set out in this Part D, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.9 If the Buyer fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.8, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 3.1 (Payment Terms) of this Part D after a reasonable time has passed.

2. PAYMENT PLANNER

- 2.1 Except for Catalogue Item Charges, the Supplier shall provide and maintain a Payment Planner in the format set out in Annex G to this Schedule 2, detailing all anticipated

Charges. A diagram summarising the key steps, timescales and documents required in the Payment Planner process described in this Paragraph 2 is also set out in Annex G. The diagram is for illustration purposes only.

- 2.2 The Supplier shall ensure that the Payment Planner is consistent with the Financial Model and is kept up to date on at least a monthly basis.
- 2.3 The Supplier shall submit a single draft Payment Planner to the Buyer no more than ten (10) Working Days from the start of each month.
- 2.4 The draft Payment Planner shall at all times be accompanied by sufficient information to enable the Buyer to reasonably assess whether the Charges detailed therein are properly payable. Any such assessment by the Buyer shall not be conclusive. The Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 2.5 The Payment Planner shall be based on information relating to the volume of Services which has been verified in accordance with the Services Specification.
- 2.6 For the avoidance of doubt, the Charges appearing in the Payment Planner are Charges which are scheduled for payment in the month to which the Payment Planner relates, not the month in which the Services to which the Charges relate are performed. For example, if a Milestone Achievement Certificate has not been issued by the Buyer by the time the draft Payment Planner is submitted, then such amounts should not be included under the current month's Charges in the Payment Planner. They should instead be deferred until the Milestone Achievement Certificate has been issued but should still be included in the Payment Planner (under a future month), so that the Buyer retains visibility of when such payments are scheduled to be paid.
- 2.7 After submitting the draft Payment Planner in accordance with Paragraphs 2.3 and 2.4 the Buyer will in a timely manner review and raise any queries and then the Supplier will respond and resolve such queries and, in any event, no more than five (5) Working Days from the date of issue of the draft Payment Planner and the Supplier will then issue the final Payment Planner one (1) Working Day thereafter and in any event before the Payment Planner meeting referred to in Paragraph 2.8.
- 2.8 No more than seventeen (17) Working Days from the start of the month the Supplier will then attend a Payment Planner review meeting with the Buyer, where the proposed Charges in the Payment Planner will be reviewed, discussed, agreed, or disputed by the Buyer. Any disputed or missing Charges which require clarification or where additional information is being sought or cannot be cleared by the time the final Payment Planner is submitted are to be deferred to the next payment month and recorded in the Payment Planner as a future charge, for consideration in the next Payment Planner review meeting. This allows for the un-disputed items to be paid.
- 2.9 Following the Payment Planner review meeting the Supplier is to submit draft invoices for undisputed items, no more than five (5) Working Days after the Payment Planner review meeting. The Buyer will use the final Payment Planner and draft invoices to sanction the release of funds. The Supplier will be informed when this occurs to enable them to invoice as described in this Schedule 2 (Charges and Invoicing).
- 2.10 The Buyer will review and raise any queries in a timely manner on the draft invoices

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and then the Supplier will respond and resolve such queries and issue the final invoices within two (2) Working Days of submission of the draft invoices in accordance with Paragraph 2.9. The thirty (30) calendar days payment terms set out in Paragraph 3.1 of this Part D will commence from receipt of final undisputed and valid invoices.

- 2.11 Invoices should only be submitted to the Buyer once the Buyer has agreed the final Payment Planner. The invoiced amounts should exactly match the values and purchase order numbers contained in the Payment Planner to facilitate their prompt payment. Delays in the timely submission of the Payment Planner or invoicing errors will result in delayed payments by the Buyer, and in the event of invoicing errors will require correct invoices to be reissued by the Supplier before payment shall be made.
- 2.12 A diagram summarising the key steps, timescales and documents required in the Payment Planner process described in this Paragraph 2 is set out in Annex G below. The diagram is for illustration purposes only.

3. PAYMENT TERMS

- 3.1 Subject to the relevant provisions of this Schedule 2 (Charges and Invoicing), the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.
- 3.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

PART E – EARLY TERMINATION FEE(S)**1. PAYMENTS BY THE BUYER**

1.1 Subject to paragraph 1.2, if this Contract is terminated (or partially terminated) by the Buyer pursuant to Clause 35.1.9 (Termination without Cause) the Buyer shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Contract):

1.1.1 the Termination Payment; and

1.1.2 the Compensation Payment, if the Termination Date is during the Initial Term and the following period (the **"Shortfall Period"**) is less than three hundred and sixty-five (365) days:

1.1.2.1 the period from (but excluding) the date that the Termination Notice is given by the Buyer pursuant to Clause 35.1.9 (Termination without Cause) to (and including) the Termination Date.

1.2 If the Buyer partially terminates without cause any of the Optional Services (in whole or in part) and any associated Services that are no longer required following termination of the Optional Services pursuant to Clause 35.1.9 (Termination without Cause) and Clause 35.3 (Partial Termination, Suspension and Partial Suspension), no Termination Payment and/or Compensation Payment shall be payable by the Buyer to the Supplier and the following paragraphs 2 to 14 inclusive of this Part E shall not be applicable.

2. EARLY TERMINATION FEE

2.1 The Termination Payment payable pursuant to Clause 36.2.1 shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

3. BREAKAGE COSTS PAYMENT

3.1 The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination (or partial termination during the Initial Term) of this Contract which:

3.1.1 would not have been incurred had this Contract, or the relevant part thereof, continued until expiry of the Initial Term, or in the event that the Contract Period has been extended, the expiry of the Extension Period;

3.1.2 are unavoidable, proven, reasonable, and not capable of recovery;

3.1.3 are incurred under arrangements or agreements that are directly associated with this Contract;

3.1.4 are not Contract Breakage Costs relating to contracts or Sub-Contracts with Affiliates of the Supplier; and

3.1.5 relate directly to the termination of the Services.

4. LIMITATION ON BREAKAGE COSTS PAYMENT

4.1 The Breakage Costs Payment shall not exceed the lower of:

- 4.1.1 the relevant limit set out in Annex H (Maximum Payments on Termination)); and
- 4.1.2 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

5. REDUNDANCY COSTS

- 5.1 The Buyer shall not be liable under this Schedule 2 (Charges and Invoicing) for any costs associated with Supplier Personnel (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.
- 5.2 Where the Supplier can demonstrate that a member of Supplier Personnel will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Buyer when compared with redundancy, then the Buyer shall pay the Supplier the actual direct costs incurred by the Supplier or its Sub-Contractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Supplier Personnel.

6. CONTRACT BREAKAGE COSTS

- 6.1 The Supplier shall be entitled to Contract Breakage Costs only in respect of Key Sub-Contracts which:
 - 6.1.1 are not assigned or novated to a Replacement Supplier at the request of the Buyer in accordance with Schedule 10 (Exit Management); and
 - 6.1.2 the Supplier can demonstrate:
 - 6.1.2.1 are surplus to the Supplier's requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and
 - 6.1.2.2 have been entered into by it in the ordinary course of business.
- 6.2 The Supplier shall seek to negotiate termination of any Key Sub-Contracts with the relevant Key Sub-Contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.
- 6.3 Except with the prior written agreement of the Buyer, the Buyer shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:
 - 6.3.1 the termination of any contractual arrangements for occupation of,

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support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Contract; and/or

- 6.3.2 Assets not yet installed at the Termination Date.

7. UNRECOVERED PAYMENT

- 7.1 The Unrecovered Payment shall not exceed the lowest of:

- 7.1.1 the relevant limit set out in Annex H (Maximum Payments on Termination);
- 7.1.2 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and
- 7.1.3 the Charges that but for the termination of this Contract would have been payable by the Buyer after the Termination Date in accordance with this Schedule 2 (Charges and Invoicing) as forecast in the Financial Model.

8. MITIGATION OF CONTRACT BREAKAGE COSTS, REDUNDANCY COSTS AND UNRECOVERED COSTS

- 8.1 The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs, Redundancy Costs and Unrecovered Costs by:

- 8.1.1 the appropriation of Assets, employees and resources for other purposes;
- 8.1.2 at the Buyer's request, assigning any Key Sub-Contracts to the Buyer or a third party acting on behalf of the Buyer; and
- 8.1.3 in relation to Key Sub-Contracts that are not to be assigned to the Buyer or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

- 8.2 If Assets, employees and resources can be used by the Supplier for other purposes, then there shall be an equitable reduction in the Contract Breakage Costs, Redundancy Costs and Unrecovered Costs payable by the Buyer or a third party to the Supplier. In the event of any Dispute arising over whether the Supplier can use any Supplier Assets, employees and/or resources for other purposes and/or over the amount of the relevant equitable reduction, the Dispute shall be referred to the Dispute Resolution Procedure.

9. COMPENSATION PAYMENT

- 9.1 The Compensation Payment payable pursuant to Paragraph 1.1.2 above shall be an amount equal to the total forecast Charges over the Shortfall Period (as stated in the Financial Model) multiplied by the Anticipated Contract Life Profit Margin for the Initial Term.

- 9.2 The Compensation Payment shall be no greater than the lower of:

- 9.2.1 the relevant limit set out in Annex H (Maximum Payments on Termination); and

- 9.2.2 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate.

10. FULL AND FINAL SETTLEMENT

- 10.1 Any Termination Payment and/or Compensation Payment paid under this Part E of Schedule 2 (Charges and Invoicing) shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Buyer pursuant to Clause 35.1.9 (Termination without Cause), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

11. INVOICING FOR THE PAYMENTS ON TERMINATION

- 11.1 All sums due under this Part E of Schedule 2 (Charges and Invoicing) shall be payable by the Buyer to the Supplier in accordance with the payment terms set out in this Schedule 2 (Charges and Invoicing).

12. SET OFF

- 12.1 The Buyer shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Part E of Schedule 2 (Charges and Invoicing).

13. NO DOUBLE RECOVERY

- 13.1 If any amount payable under this Part E of Schedule 2 (Charges and Invoicing) (in whole or in part) relates to or arises from any Transferring Assets (as defined in Schedule 10 (Exit Management)) then, to the extent that the Buyer makes any payments pursuant to Schedule 10 (Exit Management) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Part E of Schedule 2 (Charges and Invoicing).
- 13.2 The value of the Termination Payment and/or the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Contract so that there is no double counting in calculating the relevant payment.
- 13.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

14. ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT

- 14.1 The Buyer may issue a Request for Estimate at any time during the Contract Period provided that no more than two (2) Requests for Estimate may be issued in any six (6) month period.
- 14.2 The Supplier shall within twenty (20) Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the Buyer based on a postulated Termination Date specified in the Request for Estimate (such estimate being the “**Termination Estimate**”). The Termination Estimate shall:

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- 14.2.1 be based on the relevant amounts set out in the Financial Model;
- 14.2.2 include:
 - 14.2.2.1 details of the mechanism by which the Termination Payment is calculated;
 - 14.2.2.2 full particulars of the estimated Contract Breakage Costs in respect of each Key Sub-Contract and appropriate supporting documentation; and
 - 14.2.2.3 such information as the Buyer may reasonably require; and
- 14.2.3 state the period for which that Termination Estimate remains valid, which shall be not less than twenty (20) Working Days.
- 14.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Buyer to terminate this Contract.
- 14.4 If the Buyer issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Buyer.

PART F – NOT USED

ANNEX A: MILESTONE PAYMENTS AND DELAY PAYMENTS

REDACTED

ANNEX B: FIXED CHARGES

REDACTED

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Services **ANNEX C: VARIABLE CHARGES**

The Variable Charges shall be calculated in accordance with Paragraph 3.3 (Variable Charges) of Part A of this Schedule 2. For the table below, the Variable Charge for each service shall be calculated as follows: Total volume of the variable achieved during the Service Period multiplied by the monthly unit charge per service detailed in the table below.

REDACTED

The Variable Charges shall be calculated in accordance with Paragraph 3.3 (Variable Charges) of Part A of this Schedule 2. For the table below, the Variable Charge for each Device shall be calculated as follows: Total volume of the Device delivering the Services during the Service Period multiplied by the monthly unit charge per Device detailed in the table below.

REDACTED

The Variable Charges shall be calculated in accordance with Paragraph 3.3 (Variable Charges) of Part A of this Schedule 2. For the table below, the Variable Charge for each Network Device shall be calculated as follows: Total volume of the Network Device delivering the Services during the Service Period multiplied by the monthly unit charge per Network Device type detailed in the table below.

REDACTED

The Variable Charges shall be calculated in accordance with Paragraph 3.3 (Variable Charges) of Part A of this Schedule 2. For the table below, the Variable Charge for each server shall be calculated as follows: Total number of Devices delivering the Services in the Service Period multiplied by the monthly unit charge per server type detailed in the table below.

REDACTED

The Variable Charges shall be calculated in accordance with Paragraph 3.3 (Variable Charges) of Part A of this Schedule 2. For the table below, the Variable Charge for each hyper-v server shall be calculated as follows: Total number of Devices delivering the Services in the Service Period multiplied by the monthly unit charge per server type detailed in the table below.

REDACTED

ANNEX D: RATE CARD

REDACTED

ANNEX E: CATALOGUE CHARGES

REDACTED

ANNEX F: FIXED PROJECT CHARGES

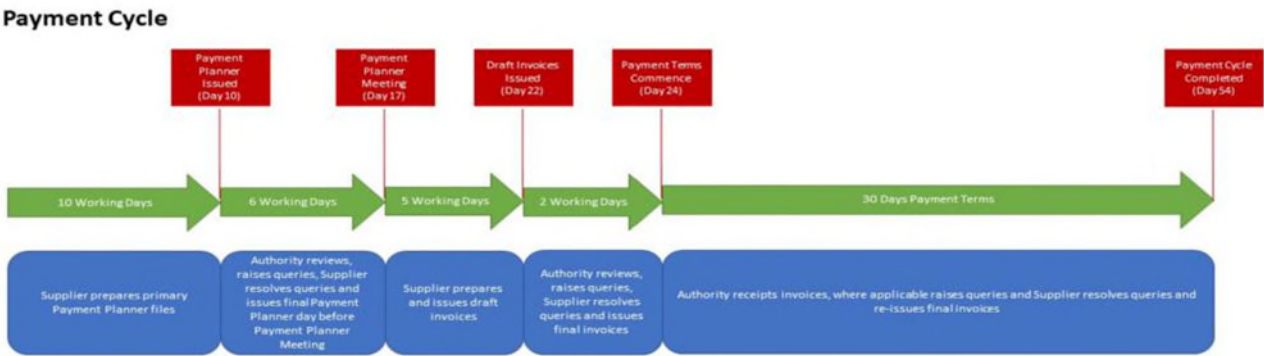
REDACTED

ANNEX G: PAYMENT PLANNER

The template for the Payment Planner spreadsheet is attached as document EUC PLS Payment Planner Template v0-1. This spreadsheet provides details of all anticipated Charges throughout the contract term as defined in paragraph 2 of Part D of this Schedule 2.

Payment Planner Cycle

NOTE: The diagram below has been included for illustration purposes only to summaries and illustrate the Payment Planner process as set out in Paragraph 2 of Part D this Schedule 2. In the event of any conflict or discrepancy between the diagram and Paragraph 2 of Part D, Paragraph 2 shall take precedence.



General Principles

- Single Payment Planner to be issued at the start of the Payment Cycle
- Payment Planner to only be amended ahead of Payment Planner meeting with Authority raised queries
- Payment Planner meeting is to approve charges and not to be used to discuss issues/queries
- Any missed items to be raised the following monthly cycle (noted on the Un-invoiced Charges Report)
- Payment Planner and Invoicing must always agree

REDACTED

ANNEX H: MAXIMUM PAYMENTS ON TERMINATION

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

REDACTED

ANNEX I: PRO-FORMA CERTIFICATE OF COSTS

I **[name of CFO or Director of Finance or equivalent as agreed in advance in writing with the Buyer]** of **[insert name of Supplier]**, certify that the financial information provided as part of this Certificate of Costs, incurred in relation to the **[insert name/reference for the Contract]** (the “Contract”) in relation to the following **[Milestone/Milestone Group]**:

[Insert details of Milestone/Milestone Group]

- 1 has been reasonably and properly incurred in accordance with **[name of Supplier]**'s books, accounts, other documents and records;
- 2 is accurate and not misleading in all key respects; and
- 3 is in conformity with the Contract and with all generally accepted accounting principles within the United Kingdom.

Signed **[Director of Finance or equivalent]**

[Name of Supplier]

ANNEX J: FINANCIAL MODEL

REDACTED

SCHEDULE 3 - SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

- 1.1 This Schedule 3 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.
- 1.2 This Schedule 3 comprises:
- 1.2.1 Part A: Service Levels and Service Credits;
 - 1.2.2 Part B: Performance Monitoring;
 - 1.2.3 Part C: Service Improvement Plan Process;
 - 1.2.4 Part D: Critical Service Level Failure;
 - 1.2.5 Annex 1: Service Levels;
 - 1.2.6 Annex 2: Key Performance Indicators;
 - 1.2.7 Annex 3: Service Credits; and
 - 1.2.8 Annex 4: Service Points for Per Incident Service Levels.

2. DEFINITIONS

- 2.1 In this Schedule 3, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Achieved Service Level"	means the actual level of performance of the Services achieved by the Supplier in relation to a Service Level Performance Criterion for a Service Period;
"Applicable Service Hours"	the hours during which a Service Offering or part of the Services must be Available as described in Annex 1 of this Schedule 3;
"Available"	a Service Offering or part of the Services shall be "Available" when the relevant End Users are able to access and use all its functions at a level that enables them to carry out their normal duties. "Availability" shall be construed accordingly;
"Balanced Scorecard Report"	has the meaning given in Part B of this Schedule 3;
"Incident"	means either a Service Incident or Security Incident or both as the context requires;
"KPI Failure Threshold"	means the level of performance of the Services which becomes unacceptable to the Buyer, as set out in respect of each Key

Performance Indicator in Annex 2, Table 16 Key Performance Indicators) of this Schedule 3;

“KPI Failure”	means a failure to meet the KPI Target in respect of a Key Performance Indicator;
“KPI Target”	shall be as set out against the relevant Key Performance Indicator in Annex 2, Table 16 Key Performance Indicators) of this Schedule 3;
“Late Fix Time”	means as defined in Paragraph 2.3.4 of Annex 1 of this Schedule 3;
“Late Security Incident Fix Time”	means as defined in Paragraph 2.7.1 of Annex 1 of this Schedule 3;
“Late Security Incident Response Time”	means as defined in Paragraph 2.7.2 of Annex 1 of this Schedule 3;
“Maximum Incident Resolution Time”	means the maximum time the Supplier is permitted to take to Resolve an Incident, as set out in Table 8 Service Incident Severity level Max resolution times) in Annex 1 of this Schedule 3;
“On Hold Time”	<p>means the period of time that Resolution (in the case of Incidents) or delivery (in the case of Catalogue Item(s)) is paused commencing from when the Buyer or a Service Recipient receives a request from the Supplier for:</p> <p>(a) information without which diagnosis and Resolution of the Service Incident or Security Incident – or delivery of the Catalogue Items(s) – cannot progress; or</p> <p>(b) an End User to test and/or confirm whether the Service Incident or Security Incident has been Resolved or whether delivery of the Catalogue Item(s) has been completed correctly,</p> <p>and ending when the actions in (a) and/or (b) have been completed;</p>
“Permitted Maintenance”	means planned maintenance undertaken in accordance with the agreed Maintenance Schedule (see Clause 14.4 of the Call-Off Terms);
“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Buyer within the Applicable Service Hours when the relevant Service Offering is not Available;
“Security Incident”	the act of breaching an explicit or implied security policy;

“Service Credit Cap”

means for each Service Period following the Achievement of Milestone M6a (Handover to BAU for Technical Infrastructure Services) or Milestone M6b (Handover to BAU for IDAM Services), whichever is Achieved first, twenty five per cent (25%) of the Service Charges payable to the Supplier under this Contract for the Service Period in respect of which Service Credits are accrued;

“Service Incident”

a reported occurrence of an unplanned interruption to or reduction in the quality of any part of the Services in accordance with the Services Specification;

“Service Level Failure”

means a failure to meet the Service Level Target in respect of a Service Level Performance Criterion;

“Service Level Failure Threshold”

means the level of performance of the Services which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criterion;

“Service Level Performance Criteria”

means the criteria identified in Annex 1 of this Schedule 3, against which the individual metrics are assessed;

“Service Level Target”

shall be as set out against the relevant Service Level in Annex 1 of this Schedule 3;

“Service Offering”

means a part of the Services as described in Annex 1 of this Schedule 3;

“Service Point” and “SP”

in relation to a Service Level Failure, the points that are set out against the relevant Service Levels;

“SIP Trigger”

means the circumstance detailed in paragraph 1.3 ,1.4, 4.4 or 4.5 of Part A of this Schedule 3;

“Unavailable”

in relation to a Service Offering or part of the Services, means that the Service Offering or that part of the Services is not Available;

“Unconnected Sub-contract”

any contract or agreement which is not a Sub-Contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;

“Unconnected Sub-contractor”

any third party with whom the Supplier enters into an Unconnected Sub-contract.

PART A – SERVICE LEVELS AND SERVICE CREDITS AND KEY PERFORMANCE INDICATORS

1. SERVICE LEVELS

- 1.1 If the level of performance of the Supplier:
 - 1.1.1 is likely to or fails to meet any Service Level Performance Criterion; or
 - 1.1.2 is likely to cause or causes a Critical Service Level Failure to occur, the Buyer, in its absolute discretion and without limiting any other of its rights, may 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.
- 1.2 If a Service Level Failure has occurred, the Buyer, in its absolute discretion and without limiting any other of its rights, may deduct from the Charges the applicable Service Level Credits payable by the Supplier to the Buyer.
- 1.3 If a Service Level does not meet the Service Level Failure Threshold for that Service Level in a Service Period, the Buyer, in its absolute discretion and without limiting any other of its rights, may instruct the Supplier to comply with the Service Improvement Plan Process.
- 1.4 If there is a Service Level Failure for that same Service Level in three (3) or more Service Periods in a six (6) month rolling period, the Buyer, in its absolute discretion and without limiting any other of its rights, may instruct the Supplier to comply with the Service Improvement Plan Process.
- 1.5 If the Service Improvement Plan Process is invoked under paragraphs 1.3 or 1.4 above, and the Service Improvement Plan Process does not resolve the performance failure, the Buyer, in its absolute discretion and without limiting any other of its rights, may instruct the Supplier to comply with the Rectification Plan Process.
- 1.6 If the level of performance of the Supplier is likely to cause or causes a Critical Service Level Failure to occur, the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.6.1 instruct the Supplier to comply with the Rectification Plan Process; and/or
 - 1.6.2 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 10 (including the right to terminate for material Default).
- 1.7 The Service Levels are detailed at Annex 1 (Service Levels) to this Schedule 3.
- 1.8 Service Levels in respect of the relevant part of the Services shall be measured from the Achievement of the Technical Infrastructure Services Commencement Date (Milestone M5a) and the IDAM Services Commencement Date (Milestone M5b).

2. SERVICE CREDITS

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- 2.1 The Buyer shall use the Performance Monitoring Reports produced under Part B (Performance Monitoring) of this Schedule 3 to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.1A Service Credits, if any, in respect of the relevant part of the Services shall be incurred from the Achievement of Milestone M6a (Handover to BAU for Technical Infrastructure Services) or Milestone M6b (Handover to BAU for IDAM Services).
- 2.2 The liability of the Supplier in respect of Service Credits shall be subject to Clause 19.4.3 provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued measurement of Service Levels, even if the Service Credit Cap has been reached, in accordance with the provisions of this Schedule 3.
- 2.3 Service Credits are a reduction of the amounts payable in respect of the Services 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 set out in paragraph 3.9 of Part A of this Schedule 3.

3. SERVICE CREDIT FORMULA

- 3.1 This section sets out the agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.
- 3.2 Service Credit payments are subject to the Service Credit Cap.
- 3.3 Annex 3 of this Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Failure Threshold is not met by the Supplier.
- 3.4 In the event of a Service Level Failure, the amount of Service Credits payable by the Supplier is determined by reference to the tables in Annex 3 of this Schedule 3 and the following provisions of this Paragraph 3.
- 3.5 For all Service Levels (other than Service Levels #14, #19 and #20 which shall be defined as the “**Per Incident Service Levels**”), Service Credits are calculated using the Achieved Service Level, the Service Level Target and the Service Level Failure Threshold for the Service Period by using the straight line formula below:

Service Credit % = (m*(a-x)) + c, where

a is the Service Level Target (%);

b is the Service Level Failure Threshold (%);

x is the Achieved Service Level (%) for a Service Period;

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target (as set out in Annex 3);

d is the maximum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target (as set out in Annex 3);

(Official)

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m is a coefficient defined for the services, which is calculated from theFormula $m = (d-c)/(a-b)$, that is the slope of the straight line.**Worked Example No.1:**

For example, for Service Level SL # 1 (Availability: Active Directory)

where: **a** is the Service Level Target (%) – **99.9%** **b** isthe Service Level Failure Threshold (%) – **98%****x** is the Achieved Service Level (%) for a Service Period – for this example we assume **98.5%****c** is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target – **2.5%** **d** is the maximum

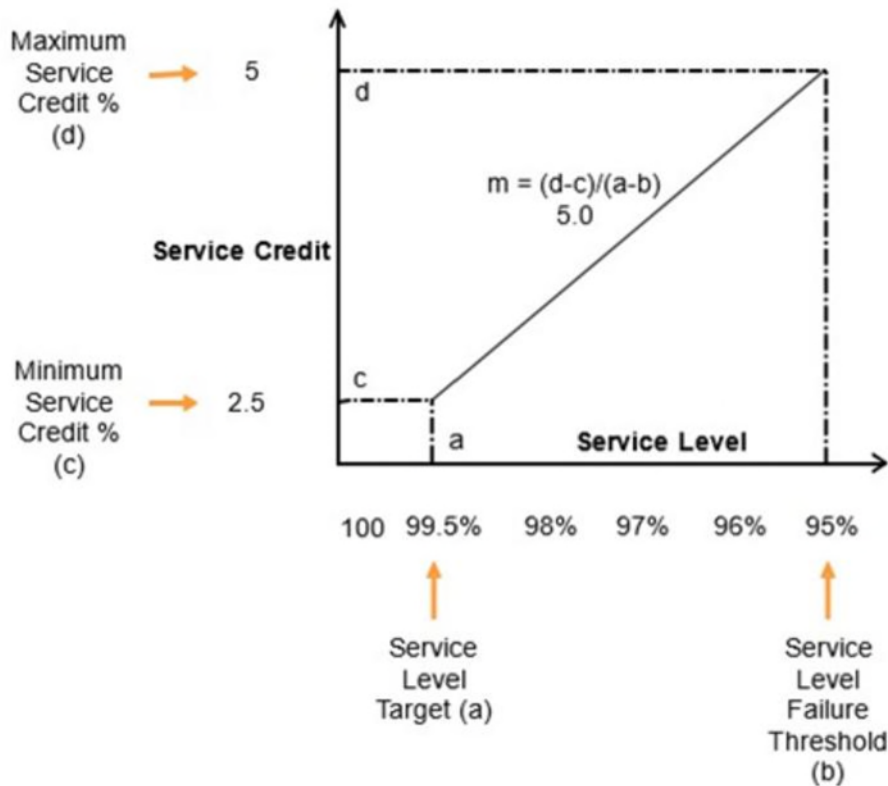
Service Credit (%) payable for the Achieved Service Level

falls below the Service Level Target – **5%** **m** is a coefficient

defined for the services, which is calculated from the

Formula $m = (d-c)/(a-b)$, that is the slope of the straight line **$m = (5\% - 2.5\%)/(99.9\% - 98\%) = 2.5\%/1.9\% = 1.316$** **Service Credit % = $1.316 * (99.9\% - 98.5\%) + 2.5\% = 4.34\%$**

- 3.6 Consequently, the Service Credit regime (for all Service Levels other than the Per Incident Service Levels) is shown diagrammatically as follows:



3.7 For Service Levels #14, #19 and #20 (the Per Incident Service Levels):

- 3.7.1 the total minutes of Late Fix Time, Late Security Incident Fix Time or Late Security Incident Response Time for each incident are converted into Service Points. Service Points are calculated by reference to the corresponding time bracket in Table 18 - Time Brackets) at Annex 4 of this Schedule 3; and
- 3.7.2 Service Credits are then calculated on a per incident basis using the Achieved Service Level, the Service Level Target and the Service Level Failure Threshold, each as expressed in Service Points, by using the straight line formula below:

Service Credit % = $m \cdot (x-a) + c$, where

a is the Minimum Service Points for a Service Level Failure (see Table 5 Service Level #14 , Table 14 Service Level # 19) and Table 15 Service Level # 20) in Annex 1) ;

b is the Service Level Failure Threshold in Service Points (see Table 5 Service Level #14 , Table 14 Service Level # 19) and Table 15 Service Level # 20) in Annex 1) ;

x is the Achieved Service Level in Service Points (calculated in accordance with Annex 4);

(Official)

Contract for the provision of EUC Platform and Legacy Services **c** is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target (as set out in Annex 3);

d is the maximum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target (as set out in Annex 3); **m** is a coefficient defined for the services, which is calculated from the Formula $m = (d-c)/(b-a)$ that is the slope of the straight line;

Worked Example No.2:

For example, for Service Level SL # 19 (Security Incident Response - Severity 2) where:

a is the Minimum Service Points for that Service Level - **30**

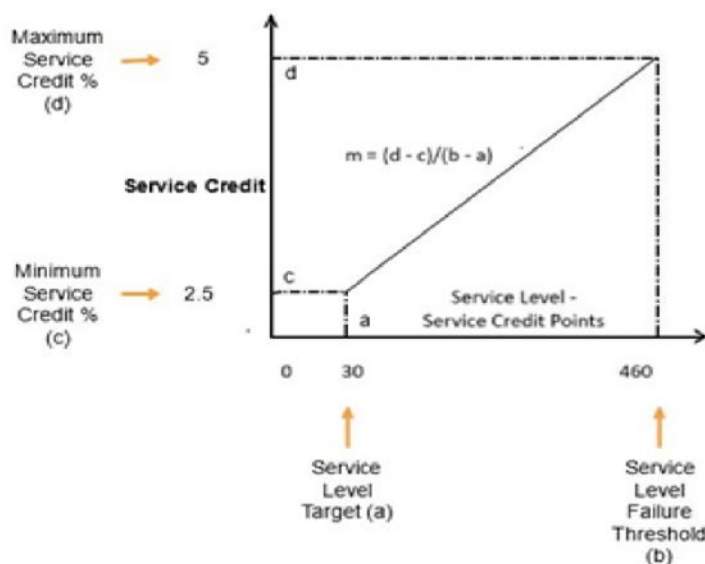
b is the Service Level Failure Threshold in Service Points -**460** **x** is the Achieved Service Level in Service Points – **150** (see worked example in Annex 4)

c is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Target - **1%** **d** is the maximum Service Credit (%) payable for the Achieved Service Level falls below the Service Level Target – **5%** **m** is a coefficient defined for the services, which is calculated from the Formula $m = (d-c)/(b-a)$ that is the slope of the straight line

$$m = (5\% - 1\%)/(460-30)=0.0093$$

$$\text{Service Credit \%} = 0.0093 * (150-30) + 1\% = (0.0093 * 120) + 1\% = 2.12\%$$

3.8 Consequently, the Service Credit regime for the Per Incident Service Levels is shown diagrammatically as follows:



- 3.9 For all Service Level Failures, the Service Credit (£) is subsequently derived as follows:

Total Service Credits for a Service Period (£) = Service Charges x Sum of Service Credits (%) across all Service Levels

For example if the two Service Level Failures shown in Worked Examples No. 1 and Worked Example No. 2 above are the only Service Level Failures during the Service Period and the Service Charges payable by the Supplier for the Service Period in respect of which Service Credits are accrued is £250,000, then the total Service Credits payable by the Supplier are calculated as:

$$£250,000 * (4.34\% + 2.12\%) = £ 16,150$$

Note: the Service Credit Cap for this Service Period would be 25% of £250,000 = £62,500

4. KEY PERFORMANCE INDICATORS

- 4.1 The Key Performance Indicators are detailed at Annex 2 (Key Performance Indicators) to this Schedule 3.
- 4.2 Key Performance Indicators, in respect of the relevant part of the Services, shall be measured from the Achievement of the Technical Infrastructure Services Commencement Date (Milestone M5a) and the IDAM Services Commencement Date (Milestone M5b).
- 4.3 A failure by the Supplier to achieve a KPI Target does not attract Service Credits.
- 4.4 If a Key Performance Indicator does not meet the KPI Failure Threshold for that Key Performance Indicator in a Service Period, the Buyer, in its absolute discretion and without limiting any other of its rights, may instruct the Supplier to comply with the Service Improvement Plan Process.

- 4.5 If a Key Performance Indicator falls below the KPI Target for that same Key Performance Indicator on three (3) or more occasions in a six (6) month rolling period, the Buyer, in its absolute discretion and without limiting any other of its rights, may instruct the Supplier to comply with the Service Improvement Plan Process.
- 4.6 If the Service Improvement Plan Process is invoked under paragraphs 4.4 or 4.5 above, and the Service Improvement Plan Process does not resolve the performance failure, the Buyer, in its absolute discretion and without limiting any other of its rights, may promote the applicable Key Performance Indicator (except for the Social Value Delivery KPI which may not be promoted) to a Service Level.
- 4.7 Any KPI which has been promoted to a Service Level shall be measured and reported on as a Service Level, and the associated Service Credits applied, from the following Service Period.
- 4.8 If a KPI is promoted to a Service Level, the Buyer may recalibrate all Service Levels, save for the Per Incident Service Levels, and the associated Service Credit calculations proportionately so that that the maximum potential Service Credits in a Service Period remains proportionate.
- 4.9 If a KPI which has been promoted to a Service Level in accordance with paragraph 4.6 has been achieved consistently following such promotion, the Buyer, at its sole discretion, may direct that such Service Level shall revert to a KPI.

PART B – PERFORMANCE MONITORING

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within twenty (20) Working Days of the Commencement Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and KPIs will operate between the Parties, which must reflect the Buyer's performance reporting process and the requirements of this Part B. The Parties will endeavour to agree such process as soon as reasonably possible.
- 1.1A The performance of the Supplier against each of the Service Levels and KPIs shall be monitored and measured as follows:
- a) Service Offering Availability Service Levels (SL# 1 – SL# 13) and the Compliance Service Level (SL# 18) shall be monitored and measured using the Supplier's tooling, which may be integrated into the ITSM Toolset;
 - b) the Social Value KPI (KPI#10) shall be monitored and measured in accordance with the Social Value Delivery Plan; and
 - c) all other Service Levels and KPIs shall be monitored and measured in the ITSM Toolset in accordance with the Buyer's processes relating to the ITSM Toolset, unless otherwise agreed by the Buyer.
- 1.1B During each Service Period, the Parties shall update and maintain all records in the ITSM Toolset relevant to the Service Levels and KPIs, in accordance with the Buyer's processes relating to the ITSM Toolset.
- 1.1C The Supplier shall review the performance achieved for all Service Levels and KPIs as part of its continual service improvement responsibilities and report periodically (at least quarterly) to the Buyer on them as part of the Performance Monitoring Reports.
- 1.2 Each Service Period, the Parties shall work together to produce performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule 3 (Service Levels, Service Credits and Performance Monitoring) which shall contain, as a minimum:
- 1.2.1 the following information in respect of the relevant Service Period just ended:
- 1.2.1.1 for each Service Level and KPI, the actual performance achieved in respect of the Service Level and KPI for the relevant Service Period;
 - 1.2.1.2 a summary of all failures to achieve Service Level Targets and KPI Targets that occurred during that Service Period;
 - 1.2.1.3 details of any Critical Service Level Failures;
 - 1.2.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

- 1.2.1.5 the Service Credits to be applied in respect of the relevant period indicating the Service Level Failures and Service Levels to which the Service Credits relate;
- 1.2.1.6 such other details as the Buyer may reasonably require from time to time;
- 1.2.1.7 which Service Level Failures and KPI Failures remain outstanding and progress in resolving them;
- 1.2.1.8 any relevant matters arising from Satisfaction Surveys;
- 1.2.1.9 the status of any outstanding Rectification Plan Processes, including:
 - 1.2.1.9.1 whether or not a Rectification Plan has been agreed; and
 - 1.2.1.9.2 where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- 1.2.1.10 the conduct and performance of any agreed periodic tests that have occurred, such as the annual test of the BCDR Plan; and
- 1.2.1.11 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract; and
- 1.2.2 the following information in respect of previous Service Periods:
 - 1.2.2.1 for each Service Level and KPI, the actual performance achieved over the previous 12 months;
 - 1.2.2.2 a rolling total of the number of Service Level Failures that have occurred over the past six Service Periods;
 - 1.2.2.3 the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;
 - 1.2.2.4 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and
- 1.2.3 the following information in respect of the next quarter:
 - 1.2.3.1 any scheduled Planned Downtime, including for Permitted Maintenance and Updates, that has been requested by the Supplier and/or agreed between the Parties for the next quarter; and

- 1.2.3.2 at least quarterly, continuous service improvement opportunities in respect of performance achieved.

1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). 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 (unless otherwise agreed):

- 1.3.1 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;
- 1.3.2 be attended by the Supplier Representative and the Buyer Representative; and
- 1.3.3 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 Representative and any other recipients agreed at the relevant meeting.

1.4 The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier Representative and the Buyer Representative at each meeting.

1.5 The Supplier shall provide to the Buyer such additional 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.

2. SATISFACTION SURVEYS

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

3. BALANCED SCORECARD REPORT

3.1 At any point during the Contract Period, the Buyer may require the Supplier to provide a report created by the Supplier to the Buyer's senior responsible officer which summarises the Supplier's performance over the previous Service Period (the "**Balanced Scorecard Report**"). After the first request for the Balanced Scorecard the Supplier shall then continue to provide the Balanced Scorecard within ten (10) Working Days of the end of each Service Period unless otherwise agreed in writing with the Buyer. For the avoidance of doubt, the Balanced Scorecard is not required at the Commencement Date.

3.2 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:

- 3.2.1 financial indicators;

- 3.2.2 the Service Levels and KPIs achieved;
 - 3.2.3 behavioural indicators;
 - 3.2.4 performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
 - 3.2.5 performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;
 - 3.2.6 Milestone trend chart, showing performance of the overall programme;
 - 3.2.7 sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and
 - 3.2.8 social value.
- 3.3 The Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting.
- 3.4 The Buyer shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any failure to meet a Service Level or KPI.

4. PERFORMANCE RECORDS

- 4.1 In addition to any other management information and record keeping requirements set out in this Contract, the Supplier shall keep appropriate documents and records (including Supplier System logs, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. The records and documents of the Supplier shall be available for inspection by the Buyer and/or its nominee at any time and the Buyer and/or its nominee may make copies of any such records and documents.
- 4.2 In addition to the requirement in paragraph **Error! Reference source not found.** to maintain appropriate documents and records, the Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.
- 4.3 The Supplier shall ensure that the Performance Monitoring Report (as well as historic Performance Monitoring Reports) and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule 3 and any other document or record reasonably required by the Buyer are available to the Buyer in a format reasonably agreed.

5. PERFORMANCE VERIFICATION

- 5.1 The Buyer reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract against the Service Levels

and KPIs including by sending test transactions through the IT Environment or otherwise.

PART C – SERVICE IMPROVEMENT PLAN PROCESS

1. SERVICE IMPROVEMENT PLAN PROCESS

- 1.1 Any instruction from the Buyer to the Supplier to comply with the Service Improvement Process must set out:
 - 1.1.1 each SIP Trigger;
 - 1.1.2 the part of the Services in respect of which the Supplier must prepare the Service Improvement Plan;
 - 1.1.3 the target resolution date by which each SIP Trigger must be remedied as well as dates for monitoring progress; and
 - 1.1.4 proposed criteria to be used to assess whether each SIP Trigger has been remedied.
- 1.2 Where the Buyer has instructed the Supplier to comply with the Service Improvement Plan Process, the Supplier shall:
 - 1.2.1 no later than five (5) days after the date of the instruction, produce a report setting out how it proposes to remedy each SIP Trigger; and
 - 1.2.2 include as part of the plan:
 - 1.2.2.1 full details of each SIP Trigger, including a root cause analysis;
 - 1.2.2.2 details of the actual or anticipated consequences of the occurrence of each SIP Trigger on the provision of the Services;
 - 1.2.2.3 a Service Improvement Plan for each SIP Trigger that takes into account any concerns identified by the Buyer and the root cause analysis; and
 - 1.2.2.4 dates for monitoring progress of and the completion of the Service Improvement Plan.
- 1.3 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer requires to assess the Supplier's draft Service Improvement Plan.
- 1.4 The Buyer may reject the draft Service Improvement Plan by notice to the Supplier if, acting reasonably, the Buyer considers that the draft Service Improvement Plan is inadequate, for example because the draft Service Improvement Plan:
 - 1.4.1 is insufficiently detailed to be capable of proper evaluation;
 - 1.4.2 will take too long to complete;
 - 1.4.3 will not prevent reoccurrence of the SIP Trigger; and/or

- 1.4.4 will remedy the SIP Trigger but in a manner which is unacceptable to the Buyer.
- 1.5 The Buyer shall notify the Supplier whether it approves or rejects the draft Service Improvement Plan as soon as reasonably practicable. If the Buyer rejects the draft Service Improvement Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Service Improvement Plan. The Supplier shall submit the revised draft of the Service Improvement Plan to the Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the draft.
- 1.6 If the Buyer approves the draft Service Improvement Plan, the Supplier must:
 - 1.6.1 start work on the Service Improvement Plan immediately after its approval by the Buyer;
 - 1.6.2 update the Buyer weekly, or at the frequency agreed in the Service Improvement Plan, if different, on its progress implementing the Service Improvement Plan.
- 1.7 The Supplier must implement the Service Improvement Plan at its own cost and expense.
- 1.8 The approval by the Buyer and implementation by the Supplier of a Service Improvement Plan is without prejudice to:
 - 1.8.1 any other remedy the Buyer may have under this Contract arising from any SIP Trigger; and
 - 1.8.2 any Service Credits or compensation for Critical Service Level Failure that may be payable by the Supplier in respect of any element of the Services subject to a Service Improvement Plan while that plan is being prepared, approved or implemented.

PART D – CRITICAL SERVICE LEVEL FAILURE

1. Critical Service Level Failure

- 1.1 A Critical Service Level Failure shall be deemed to have occurred in any of the following circumstances:
 - 1.1.1 if the performance of the Services does not meet the same Service Level Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods;
 - 1.1.2 if there are five (5) or more occurrences of Services falling below a Service Level Failure Threshold in respect of any Service Levels in any six (6) consecutive Service Periods;
 - 1.1.3 if any Service Level, following successful completion of a Service Improvement Plan or Rectification Plan, does not meet the Service Level Failure Threshold due to an incident or situation that is substantially the same as the cause of the original Service Level Failure which triggered the Service Improvement Plan or Rectification Plan, in any of the six (6) subsequent Service Periods; or
 - 1.1.4 if the Supplier has accrued Service Credits which meet or exceed the Service Credit Cap.

ANNEX 1: SERVICE LEVELS (EXCLUDING KEY PERFORMANCE INDICATORS)

1. Introduction

- 1.1. The Service Levels used to monitor the Services are set out below.
- 1.2. All Service Levels, other than Service Levels #14, #19 and #20, measure the Supplier's aggregate performance over a Service Period.
- 1.3. Service Levels #14, #19 and #20 measure the Supplier's response to Incidents on a per Incident basis.

2. Service Levels

2.1. Service Levels #1 to #12: Service Offering Availability

Service Level #1 to #12	How measured?	Service Level Target	Service Level Failure Threshold
Achieved Availability of each Service Offering during Applicable Service Hours in a Service Period	<p>Availability of each Service Offering will be measured using the data in the Buyer's ServiceNow platform.</p> <p>Measurement will be based on real time data from the appropriate monitoring tools (which the Supplier will be required to implement).</p>	≥99.9%	98%

Table 1 Service Levels #1 - #12

Notes applicable to Service Levels #1 to #12:

- The 'Service Offerings' and "Applicable Service Hours" are as follows:

SL #	Service Offering	Description of Service Offering	Associated Requirements	Applicable Service Hours
SL#1	Active Directory	Active directories including Microsoft Identity Manager (MIM).	04.02 Active Directory Domain Services	24 x 7
SL#2	Not used			
SL#3	Email	The on-premise components - in the data centres and/or on Buyer Premises - of the Buyer's email system.	9.3.4.7 On-premise email infrastructure.05.01.31 and 05.01.32 Environments	24 x 7

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SL #	Service Offering	Description of Service Offering	Associated Requirements	Applicable Service Hours
SL#4	Public Key Infrastructure	Digital certificates to Physical Devices, Virtual Devices and a range of applications.	04.03 Public Key Infrastructure	24 x 7
SL#5	LAN EUCS Services	Local network infrastructure supporting centralised and distributed platforms in the data centre(s), including connectivity of Physical Devices and Virtual Devices on Buyer Premises and remotely.	05.08 Networks Support	24 x 7
SL#6	DNS	DNS for Physical Devices, Virtual Devices and infrastructure.	05.08 Networks Support	24 x 7
SL#7	DHCP	DHCP infrastructure for the allocation of IP addresses for Physical Devices and Virtual Devices.	05.08 Networks Support	24 x 7
SL#8	File and Block Storage	Storage arrays within the Buyer System.	05.04 Storage	24 x 7
SL#9	Print and Scan	Servers supporting Print and Scan.	05.10 Server Print and Scan	24 x 7
SL#10	ITSM Tool Integration	Integrations with the Buyer's ITSM Toolset.	06. Service Management: 06.02.03; 06.04.05; 06.06.04; 06.06.05; 06.07.05; 06.09.03; 06.10.02; 06.12.09; 06.13.08; 06.14.04; 06.15.05; 06.16.03; 06.16.04; 06.17.06; 06.19.04; 06.20.09; 06.21.07; 06.22.03	24 x 7
SL#11	Backup and Recovery Infrastructure	Backup and recovery infrastructure and software, including data retrieval support services.	05.05 Backup and Recovery Services	24 x 7
SL#12	Centralised and Distributed	The centralised and distributed platform services, delivered via Servers.	05.02 Centralised Platform Services 05.03 Distributed	24 x 7

SL #	Service Offering	Description of Service Offering	Associated Requirements	Applicable Service Hours
	Platform / Local Site Services		Platform Services 05.07 Facilities	

Table 2 Service Offerings & Applicable Service Hours - SL #1 - #12

Notes applicable to Service Levels #1-#12:

In this context:

- The “**Service Offerings**” are described in Table 2 above.
- “**Achieved Availability**” will be measured as a % of the total time in a Service Period as follows:

$$\text{Achieved Availability \%} = \frac{(MP - SD)}{MP} \times 100$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

- “**Service Downtime**” means any period of time during which the relevant Service Offering is not Available.
- If in a Service Period:
 - the Service Level Target for Service Offerings Availability has not been Achieved in relation to Devices that are end of life; and
 - the Supplier can demonstrate to the Buyer’s reasonable satisfaction that the Supplier has met its contractual obligations, in relation to such end of life Devices, and therefore the Service Level Target has not been achieved through no fault of the Supplier,

then the Buyer may, at its discretion, agree a list of exceptions with the Supplier which may include scenarios associated with particular end of life Devices which may apply in future Service Periods.

Worked Example:

Achievability SL #1 - #12 example	Achieved SL example	To meet Service Level Failure Threshold (98%)	To meet Service Level Target (99.9%)
Service period = 28 days	28	28	28
Total number of minutes in the 28-day service period (24 x 7)	40,320	40,320	40,320
Permitted maintenance = 60 minutes per day	1,680	1,680	1,680

Achievability SL #1 - #12 example	Achieved SL example	To meet Service Level Failure Threshold (98%)	To meet Service Level Target (99.9%)
MP -Total number of minutes, excluding Permitted Maintenance, within the relevant Service Period	38,640	38,640	38,640
SD – number of minutes Service Downtime excluding Permitted Maintenance within the Service Period	140 (5 minutes per day)	772.8 (27.6 minutes per day)	40 (1.43 minutes per day)
Achieved Availability = (MP– SD) x 100/ MP	99.64%	98.00%	99.90%

Table 3 - Achievability Worked Example

2.2. Service Level #13: NLE Availability

Service Level #13	How measured?	Service Level Target	Service Level Failure Threshold
Achieved Availability of the NLE (Near Live Environments) during Applicable Service Hours in a Service Period	<p>Availability of each NLE (Near Live Environment) will be measured using the Buyer's ServiceNow system.</p> <p>Measurement will be based on real time data from the appropriate monitoring tools (which the Supplier will be required to implement).</p>	≥99.9%	98%

Table 4 Service Level #13

Notes applicable to Service Level #13:

- The 'NLEs' to be provided in accordance with Annex A requirement 05.01 "Environments" of the Services Specification are as follows:
 - the Model Courts NLE; and
 - the EUCS NLE
- The "Applicable Service Hours" for the NLEs are Monday to Friday (excluding public holidays in England and Wales), 8am to 6pm
- For the avoidance of doubt, "Available" in this context means that the End Users are able to access and utilise all the functions of each of the NLEs.
- "Achieved Availability" will be measured as a % of the total Applicable Service Hours in a Service Period as follows:

$$\text{Achieved Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the Applicable Service Hours in the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, within the Applicable Service Hours in the relevant Service Period.

- **“Service Downtime”** means any period of time during Applicable Service Hours during which either or both of the NLEs is Unavailable.

2.3. Incident Resolution – Service Levels #14 and #15

Service Level #14	How measured?	Service Level Target	Minimum Service Points	Service Level Failure Threshold
Measured and Reported on a per incident basis, the number of minutes of Late Fix Time for each Severity 1 Service Incident and Severity 2 Service Incident in a Service Period	Will be measured using the Buyer’s ServiceNow system. Late Fix Time will be converted into Service Points for the purpose of calculating Service Credits.	No more than 0 minutes Late Fix Time for each Severity 1 Service Incident and Severity 2 Service Incident. 0 Service Points	Severity 1 Service Incidents 20 Service Points Severity 2 Service Incidents 20 Service Points	No more than 600 minutes Late Fix Time for Severity 1 Service Incidents. 260 Service Points No more than 1200 minutes Late Fix Time Severity 2 Service Incidents. 280 Service Points

Table 5 Service Level #14

Service Level #15	How measured?	Service Level Target	Service Level Failure Threshold
% of Severity 3 Service Incidents (in total) Resolved within the Maximum Incident Resolution Time in a Service Period	Will be measured using the Buyer’s ServiceNow system.	≥98%	96%

Table 6 Service Level #15

Notes applicable to Service Levels #14 and #15:

- 2.3.1. Not used.
- 2.3.2. The priority of a Service Incident will be assigned by the Buyer based on the Buyer's assessment of the Service Incident's impact and urgency in accordance with the Buyer's incident management process, using the severity levels defined in below.
- 2.3.3. The expressions "Severity 1 Service Incident", "Severity 2 Service Incident", etc. shall be interpreted with reference to the Service Incident severities in the table below. Examples given are non-exhaustive and for general guidance only, as they may not reflect all circumstances which may arise in connection with a Service Incident. For example, there may be circumstances where a Service Incident affecting a single End User has a significant business impact.

Severity Level	Description of impact of Incident	Examples
Severity 1	Failure, or Unavailability, or reduction in performance or loss of functionality of all or part of the Services that prevents a group of End Users from completing their work resulting in critical business impact where there is no alternative way to work.	All users unable to connect to login or use DOM1 services. Cause: DNS failure Probation business not able to access critical business application. Cause: Certificates expired and required renewing
Severity 2	Failure, or Unavailability, or reduction in performance or loss of functionality of all or part of the Services that results in significant business impact where there is no alternative way to work.	Mail System errors – many mailboxes missing in mail system. Cause: Failed change Site switch incident - site servers (OPG-0002 / 0003 & 0004) were unavailable as a result of both site switches being powered down in error. Cause: Human error Site server ran short of storage causing business to lose Documentation and Data Capture services. Cause: Storage shortage
Severity 3	Failure, or Unavailability, or reduction in performance or loss of functionality of all or part of the Services without significant business impact;	Account Unlock Browser error Drive mapping errors

Severity Level	Description of impact of Incident	Examples
	OR a single End User is impacted by Unavailability, loss of functionality or a reduction in performance of all or part of the Services.	Remote Access issues Business Application missing Shared Mailbox issues
Severity 4	Any other Service Incident that is none of the above and has no impact from an End User perspective but requires management.	File or Folder restore Mailbox Restore Missing emails New starter password reset Added Printer

Table 7 Service Incident Severity levels

2.3.4. **“Late Fix Time”** means any time to Resolve a Service Incident in excess of the relevant Maximum Incident Resolution Time excluding On Hold Time (measured in minutes).

2.3.5. Service Incidents must be Resolved with the Maximum Incident Resolution Time.
“Resolved” (and **“Resolution”**) means in relation to an Incident either:

- (a) the root cause of the Incident has been removed and the relevant Services are being provided in accordance with the Services Description and Service Levels; or
- (b) the Buyer has been provided with a workaround in relation to the Incident deemed acceptable by the Buyer; or
- (c) the relevant ticket has been marked as “resolved” on ServiceNow.

2.3.6. The **“Resolution Time”** of an Incident is the period from the time that the Incident has been reported to the Supplier to the point of its Resolution.

2.3.7. **“Maximum Incident Resolution Times”** are defined for each Service Incident Severity Level as follows:

Severity Level	Maximum Incident Resolution Time
1	2 Applicable Service Hours
2	4 Applicable Service Hours
3	8 Applicable Service Hours
4	3 Working Days

Table 8 Service Incident Severity level Max resolution times

2.3.8. **“Applicable Service Hours”** for each Service Offering are as set out in the following table –

so, for example, if the Applicable Service Hours for a fault are 08.00 to 18.00, Monday to Friday, then the clock stops measuring Resolution Time at 18.00 in the evening on a Thursday and restarts at 08.00 on Friday morning:

Service Offering	Applicable Service Hours
Active Directory Anti-Virus Backup and Recovery Infrastructure Centralised and Distribution Platform / Local Site Services Citrix DHCP DNS Email File and Block Storage ITSM Tool Integration LAN EUCS Services Print and Scan Public Key Infrastructure Unix & Linux Server Management Vulnerability Management WAN Windows Server Management	24 x7 (including English and Welsh bank holidays)
All other Service Offerings	Monday to Saturday 08:00 to 18:00 excluding English and Welsh bank holidays

Table 9 Service Offerings Applicable Service Hours

2.4. Service Level #16: Incidents caused by ITSM Changes

Service Level #16	How measured?	Service Level Target	Service Level Failure Threshold
% of ITSM Changes in a Service Period which are not a Failed ITSM Change.	<p>Measured using the Buyer's ServiceNow platform.</p> <p>Measurement will be based on the number of Incident tickets where the root cause was identified as an ITSM Change.</p>	≥95%	93%

Table 10 Service Level #16

Notes applicable to Service Level #16:

- 2.4.1. For the purposes of this Service Level #16, **"ITSM Change"** means an authorised and planned activity undertaken by the Supplier as part of its ITIL change management process such as the addition, modification, documentation and/or removal of any configuration items in the configuration management database for the Services.
- 2.4.2. For the purposes of this Service Level #16, **"Failed ITSM Change"** means an ITSM Change completed in the Service Period which is recorded as a cause and/or contributing factor of any Severity 1 Service Incident or Severity 2 Service Incident.

2.5. Service Level #17: Capacity Management

Service Level #17	How measured?	Service Level Target	Service Level Failure Threshold
% of Incidents where the ServiceNow Resolution code does not identify a capacity issue	<p>Measured using the Buyer's ServiceNow platform.</p> <p>Measurement will be based on the number of Incident tickets for all severities of Incident where the ServiceNow resolution code identifies a capacity issue</p>	≥93%	91%

Table 11 Service Level #17

2.6. Service Level #18: Compliance

Service Level #18	How measured?	Service Level Target	Service Level Failure Threshold
Aggregate Compliance Score	Will be measured and reported by the Supplier in a format agreed by the Parties. Note: An exceptions list will be agreed in advance with the Buyer to allow for Physical Devices and Virtual Devices that cannot be made compliant.	≥98%	96%

Table 12 Service Level #18

Notes applicable to Service Level #18:

2.6.1. The Buyer's "**Compliance Requirements**" that apply to this Service Level are as set out in the table below:

Compliance Requirement	Description	Device Population types
Device Protection	Compliance with the Buyer's device protection standards (as set out in the MoJ Cyber and Technical Security Guidance) unless approved by the Buyer	All Physical Devices and Virtual Devices
Device Encryption	Compliance with the Buyer's device encryption standards (as set out in the NCSC Cyber Assessment Framework and the MoJ Cyber and Technical Security Guidance) unless approved by the Buyer	All Physical Devices and Virtual Devices
Device Vulnerability - 1	Critical patches packaged and made available within 7 Working Days after the vulnerability alert has been released	All Physical Devices and Virtual Devices
Device Vulnerability - 2	All Physical Devices and Virtual Devices which have connected to the Buyer's network within the last 30 days to be patched to N-1 patches (current month less one)	All Physical Devices and Virtual Devices
Anti-Virus - 1	All Physical Devices and Virtual Devices must have had the latest anti-virus updates applied in the last 30 days	All Physical Devices and Virtual Devices
NLE Environments (EUCS and Model Courts)	The NLE environments shall be a mirror of the production environment	All Physical Devices and Virtual Devices
Windows, LINUX and UNIX Servers (Firmware and Patches) - 1	All Servers to have all firmware updates applied to N-1 unless approved by the Buyer	All Buyer Servers

Compliance Requirement	Description	Device Population types
Windows, LINUX and UNIX Servers (Firmware and Patches) - 2	All Servers to have the most recent patches applied from the vendor to N-1 unless approved by the Buyer	All Buyer Servers
Windows Servers (Operating Systems)	All Servers to have the most recent supported version of O/S unless approved by the Buyer	All Buyer Servers
Network Devices	All Network Devices to have the most recent patches and software versions from the vendor to N-1 unless approved by the Buyer	All Network Devices

Table 13 Compliance Requirements

2.6.2. **“Non-Compliant Events”** are instances when a Compliance Requirement has not been met. These are counted on a per Device basis as shown in the table above. For example, for Compliance Requirement “Device Vulnerability –1”, if 14 laptops have not been quarantined in accordance with the requirement over the course of a Service Period, this is counted as 14 Non-Compliant Events.

2.6.3. **“Device Population”** means the total number of individual Devices of the types specified in the table above that have been connected to the Buyer’s network during the Service Period

2.6.4. A **“Compliance Requirement Score”** is calculated for each Compliance Requirement for each Service Period as follows:

$$\text{Compliance Requirement Score (\%)} = \frac{\text{Device Population} - \text{NonCompliant Events}}{\text{Device Population}} * 100$$

2.6.5. The **“Aggregate Compliance Score”** for a Service Period is the mean of all the Compliance Requirement Scores.

For example, if we have compliance requirements Scores of 10%, 3.% , 5% and 7% then the Aggregate Compliance Score is 6.25%.

2.7. Service Level #19: Security Incident Response and Service Level # 20 Security Incident Resolution

Service Level #19	How measured?	Service Level Target	Minimum Service Points	Service Level Failure Threshold
Measured and Reported on a per incident basis, the number of minutes of Late Security Incident Response	Will be measured using the Buyer’s ServiceNow system.	No more than 0 minutes Late Security Incident Response	Severity 1 Security Incidents 40 Service Points	No more than 210 minutes Late Security Incident Response Time for Severity 1

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(Official)

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Service Level #19	How measured?	Service Level Target	Minimum Service Points	Service Level Failure Threshold
Time for each Severity 1 and Severity 2 Security Incident in a Service Period		Time for each Security Incident 0 Service Points	Severity 2 Security Incidents 30 Service Points	Security Incidents. 780 Service Points No more than 420 minutes Late Security Incident Response Time Severity 2 Incidents. 460 Service Points

Table 14 Service Level # 19

Service Level #20	How measured?	Service Level Target	Minimum Service Points	Service Level Failure Threshold
Measured and Reported on a per incident basis, the number of minutes of Late Security Incident Fix Time for each Severity 1 and Severity 2 Security Incident in a Service Period	Will be measured using the Buyer's ServiceNow system.	No more than 0 minutes Late Security Incident Fix Time for each Security Incident. 0 Service Points	Severity 1 Security Incidents 20 Service Points Severity 2 Security Incidents 10 Service Points	No more than 210 minutes Late Security Incident Fix Time for Severity 1 Security Incidents. 280 Service Points No more than 420 minutes Late Security Incident Fix Time for Severity 2 Security Incidents. 260 Service Points

Table 15 Service Level # 20

Notes applicable to Service Levels #19 and #20:

2.7.1. **“Late Security Incident Fix Time”** means any time to Resolve a Security Incident in excess of the relevant Maximum Security Incident Resolution Time excluding On Hold Time (measured in minutes).

2.7.2. **“Late Security Incident Response Time”** means any time to Respond to a Security Incident in excess of the relevant Maximum Security Incident Response Time excluding On Hold Time (measured in minutes).

2.7.3. Incidents must be Resolved with the Maximum Security Incident Resolution Time.
“Resolved” (and **“Resolution”**) means in relation to an Incident either:

- (a) the root cause of the Incident has been removed and the relevant Services are being provided in accordance with the Services Description and Service Levels; or
- (b) the Buyer has been provided with a workaround in relation to the Incident deemed acceptable by the Buyer; or
- (c) the relevant ticket has been marked as “resolved” on ServiceNow.

2.7.4. The **“Resolution Time”** of an Incident is the period from the time that the Incident has been reported to the Supplier to the point of its Resolution.

2.7.5. **“Maximum Security Incident Resolution Times” are defined for each Security Incident Severity Level as follows:**

- (a) the required Resolution Time specified in the Security Incident Resolution Plan, where such Security Incident Resolution Plan is required in accordance with the Security Incident Management Process; or
- (b) if not specified in the Security Incident Resolution Plan:
 - for Severity 1 Security Incidents, two (2) hours;
 - for Severity 2 Security Incidents, four (4) hours;
 - for Severity 3 Security Incidents, three (3) Working Days;
 - for Severity 4 Security Incidents, seven (7) Working Days; or
- (d) Security Classification (Official) Contract for the provision of EUC Platform and Legacy Services 2.7.1. **“Late Security Incident Fix Time”** means any time to Resolve a Security Incident in excess of the relevant Maximum Security Incident Resolution Time excluding On Hold Time (measured in minutes). 2.7.2. **“Late Security Incident Response Time”** means any time to Respond to a Security Incident in excess of the relevant Maximum Security Incident Response Time excluding On Hold Time (measured in minutes). 2.7.3. Incidents must be Resolved with the Maximum Security Incident Resolution Time. **“Resolved”** (and **“Resolution”**) means in relation to an Incident either: the root cause of the Incident has been removed and the relevant Services are being provided in accordance with the Services Description and Service Levels; or the Buyer has been provided with a workaround in relation to the Incident deemed acceptable by the Buyer; or the relevant ticket has been marked as “resolved” on ServiceNow. 2.7.4. The **“Resolution Time”** of an Incident is the period from the time that the Incident has been reported to the Supplier to the point of its Resolution. 2.7.5. **“Maximum Security Incident Resolution Times” are defined for each Security Incident Severity Level as follows:** the required

Services

Resolution Time specified in the Security Incident Resolution Plan, where such Security Incident Resolution Plan is required in accordance with the Security Incident Management Process; or if not specified in the Security Incident Resolution Plan: – for Severity 1 Security Incidents, two (2) hours;– for Severity 2 Security Incidents, four (4) hours;– for Severity 3 Security Incidents, three (3) Working Days;– for Severity 4 Security Incidents, seven (7) Working Days; or as otherwise agreed with the Buyer. Severity Level as follows:

Severity Level as follows:

- for Severity 1 Security Incidents, thirty (30) minutes;
- for Severity 2 Security Incidents, one (1) hour;
- for Severity 3 Security Incidents, four (4) Service Hours;
- for Severity 4 Security Incidents, eight (8) Service

Hours. 2.7.7. The following terms shall have the following meanings:

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“Security Incident Management Process”	means the security incident management processes forming part of the ISMS in accordance with Schedule S3 (Security Requirements);
“Security Incident Resolution Plan”	a plan of actions is agreed with the Buyer in accordance with the Incident Management Process to investigate, diagnose, resolve, and prevent future occurrences of the Security Incident;
“Severity 1 Security Incident”	<p>a Security Incident which, in the reasonable opinion of the Buyer:</p> <ul style="list-style-type: none"> (a) causes, or may cause, the degradation of vital services for a large number of End Users and involves a serious breach of network security and/or affects mission-critical equipment or services and/or damages public confidence in the Government; (b) is, or is suspected to be, a concerted, repeating, targeted, effort causing harm to confidentiality, integrity or availability of ICT systems or data; or (c) loss of an information-bearing asset where it has not been verified that the data is in a secure state.
“Severity 2 Security Incident”	<p>a Security Incident which, in the reasonable opinion of the Buyer:</p> <ul style="list-style-type: none"> (a) impacts, or may impact, a smaller group of End Users than a Severity 1 Service Incident and disrupts non-essential services and/or breaches network security policy and/or affects the reputation of Government bodies and services; or (b) is, or is suspected to be, a targeted attack attempting to cause harm to confidentiality, integrity or availability of ICT systems or data.
“Severity 3 Security Incident”	<p>a Security Incident which, in the reasonable opinion of the Buyer:</p> <ul style="list-style-type: none"> (a) does not typically impact IT services, such as unsuccessful denial-of-service attacks and the majority of network monitoring alerts; or (b) loss of an information-bearing asset where the data is in a secure state; or (c) instances where activity or behaviour is recognised as suspicious but lacks supporting evidence.

“Severity 4 Security Incident”

a Security Incident which, in the reasonable opinion of the Buyer is part of normal IT support operations. Such Security Incidents include receipt of an isolated spam or anti-virus alert, minor computer hardware failure, loss of network connectivity to a peripheral device or loss of access to a third party, non-essential service.

2.7.8. For the avoidance of doubt, where a Security Incident is detected in relation to a Service Incident, the Security Incident Response Time and Security Incident Resolution Time of that Security Incident shall not include the period of time prior to it being identified as a Security Incident.

ANNEX 2 – KEY PERFORMANCE INDICATORS

- The Supplier shall provide the Services to meet or exceed the following KPIs:

Key Performance Indicators					
KPI Criterion		Key Indicator	How measured?	KPI Target	KPI Failure Threshold
KPI#1	Standard Service Request Fulfilment	% of Service Requests Fulfilled within Applicable Delivery Times in a Service Period	<p>Measured using the Buyer’s ServiceNow platform.</p> <p>The “Applicable Delivery Time” for each Catalogue Item is set out in the Service Catalogue and is measured from the point at which a Service Request is assigned to the Supplier and ends when that Service Request is Fulfilled.</p> <p>For these purposes, “Fulfilled” means that the ticket in respect of the relevant Service Request is closed.</p>	≥95%	90%
KPI#2	Completed Changes	Percentage of ITSM Changes that were successfully completed within the approved change	<p>Measured using the Buyer’s ServiceNow platform.</p> <p>Measurement will be based on the number of ITSM</p>	≥98%	95%

Key Performance Indicators					
KPI Criterion		Key Indicator	How measured?	KPI Target	KPI Failure Threshold
		window in that Service Period.	Changes in ServiceNow marked successful		
KPI#3	Incident Root Cause Analysis Completed	The percentage of Incident Root Cause Analysis Reports produced within 10 Working Days in that Service Period.	Measured using the Buyer's ServiceNow platform. Measurement will be based on where the Root Cause was confirmed and documented in the appropriate Incident Ticket within 10 Working Days	≥95%	93%
KPI#4	Aged Tickets	The percentage of Incident tickets that are not older than 20 Working Days at the end of a Service Period.	Measured using the Buyer's ServiceNow system. Measurement will be based on the number of incident tickets older than 20 Working Days against total tickets open at the end of the relevant Service Period. Such measurement will not take into account any incident tickets open as at the Commencement Date.	≥95%	93%
KPI#5	Knowledge Article Maintenance	The percentage of knowledge articles in ServiceNow which have been reviewed and updated within 30 days of the scheduled review date (as set out in ServiceNow).	Measured using the Buyer's ServiceNow platform.	100%	98%
KPI#6	Templates/ Minimum Data Sets	The percentage of templates/minimum data sets in ServiceNow which have been reviewed and updated within	Measured using the Buyer's ServiceNow platform.	100%	98%

Key Performance Indicators					
KPI Criterion		Key Indicator	How measured?	KPI Target	KPI Failure Threshold
		30 days of the Buyer's request.			
KPI#7	Project Proposals and Project Work Orders	Time to provide completed documents.	Measured using the Buyer's ServiceNow platform Measurement based on the status of the relevant fields used for Proposals in ServiceNow	≥95% within 20 Working Days	90% within 20 Working Days
KPI#8	Catalogue Management	Remediation of any identified Service Catalogue inaccuracies.	Measured using the Buyer's ServiceNow platform. Measurement will be based on the time taken by the Supplier in remediation activities required of them to fix any catalogue inaccuracies that may be identified by the Buyer or Supplier To note: where the implementation of any remedies requires an action by the Buyer the "clock" for this measure will pause in ServiceNow	Remediation within 10 Working Days	Remediation within 20 Working Days
KPI#9	Configuration Management Database ("CMDB") accuracy	The percentage accuracy of the CMDB	Measured using the Buyer's ServiceNow platform. Measurement based on a monthly audit conducted by the Buyer using a sample of configuration data	≥98%	96%
KPI#10	Social Value Delivery	Achievement of targets set out in the Social Value Delivery Plan ('SVDP') measured quarterly in accordance with	As set out in the SVDP	"Approaching target" (as defined in the SVDP)	"Inadequate" (as defined in the SVDP)

Key Performance Indicators					
KPI Criterion		Key Indicator	How measured?	KPI Target	KPI Failure Threshold
		the methodology defined in the SVDP			
KPI#11	Incident Response	Percentage of Incidents that are responded to within 30 minutes (after being allocated) in a Service Period.	Measured using the Buyer's ServiceNow platform Measurement will be based on % of Incidents that are marked as "in progress" in ServiceNow by the Supplier within 30 minutes of being allocated.	≥98%	96%
KPI#12	Closure of Problem Tasks	Percentage of problem tasks that are not older than 20 Working Days at the end of a Service Period.	Measured using the Buyer's ServiceNow platform Measurement will be based on % of tasks that were closed during the Service Period.	≥98%	96%
KPI#13	Change Completion Notifications	Percentage of ITSM Changes where the relevant identified stakeholders are notified of the status of the change within 2 hours of the next Working Day	Measured using the Buyer's ServiceNow platform Measurement based on the % number of change completion notifications sent to the relevant stakeholders within 2 hours of the next working day	≥98%	96%
KPI#14	Change Closure	Percentage of ITSM Changes closed within 2 days of implementation of the ITSM Changes.	Measured using the Buyer's ServiceNow platform Measurement based on the % of ITSM Changes closed in ServiceNow within 2 days of the implementation date.	≥98%	96%
KPI#15	Invoice Accuracy	Number of invoices that are accurate and do not have invoice queries or challenges raised against them.	Measurement based on the number of invoices approved first time.	≤1 inaccurate invoice over 6 Service Periods	≤3 inaccurate invoices over 6 Service Periods

Table 16 Key Performance Indicators

ANNEX 3 – SERVICE CREDITS

Serial	Name	Service Level Target	Service Level Failure Threshold	Minimum Service Credit %	Maximum Service Credit %
SL#1	Availability - Active Directory	99.90%	98%	2.5	5
SL#2	Not used				
SL#3	Availability -Email	99.90%	98%	2.5	5
SL#4	Availability -PKI	99.90%	98%	2.5	5
SL#5	Availability -LAN	99.90%	98%	2.5	5
SL#6	Availability -DNS	99.90%	98%	2.5	5
SL#7	Availability -DHCP	99.90%	98%	2.5	5
SL#8	Availability -Storage	99.90%	98%	2.5	5
SL#9	Availability -Print and Scan	99.90%	98%	2.5	5
SL#10	Availability -ITSM Tool Integration	99.90%	98%	2.5	5
SL#11	Availability - Backup and Recovery Infrastructure	99.90%	98%	2.5	5
SL#12	Availability - Distributed and Centralised	99.90%	98%	2.5	5

Serial	Name	Service Level Target	Service Level Failure Threshold	Minimum Service Credit %	Maximum Service Credit %
	Platform / Local Site Services				
SL#13	NLE Availability	99.90%	98%	1	2.5
SL#14	Service Incident Resolution (Severity 1)	0 Service Points / 0 minutes	260 Service Points/ 600 minutes	1	5
SL#14	Service Incident Resolution (Severity 2)	0 Service Points / 0 minutes	280 Service Points/ 1200 minutes	1	5
SL#15	Incident Resolution (Severity 3&4)	98%	96%	2.5	5
SL#16	Incidents caused by ITSM Changes	95%	93%	2.5	5
SL#17	Capacity Management	93%	91%	2.5	5
SL#18	Compliance	98%	96%	2.5	5
SL#19	Security Incident Response (Severity 1)	0 Service Points / 0 minutes	780 Service Points/ 210 minutes	1	5
SL#19	Security Incident Response (Severity 2)	0 Service Points / 0 minutes	460 Service Points/ 420 minutes	1	5
SL#20	Security Incident Resolution (Severity 1)	0 Service Points / 0 minutes	280 Service Points/ 720 minutes	1	5
SL#20	Security Incident Resolution (Severity 2)	0 Service Points / 0 minutes	260 Service Points/ 1440 minutes	1	5

Table 17 - Min and Max Service Credits

ANNEX 4 – SERVICE POINTS (“SP”) FOR PER INCIDENT SERVICE LEVELS

1. The total Service Points attributable to a Late Fix Time (SL#14) or Late Security Incident Response Time (SL#19) or Late Security Incident Fix Time (SL#20) shall be calculated as the sum of:
- (a) the initial Service Points; plus
 - (b) the number of additional Service Points specified for the number of minutes late within that time bracket,
- in each case as set out in Table 18 - Time Brackets below.

Service Level	Time Bracket 1	Time Bracket 1 Service Points	Time Bracket 2	Time Bracket 2 Service Points	Time Bracket 3	Time Bracket 3 Service Points
SL#14: Service Incident Resolution - Severity 1	Up to 120 minutes of Late Fix Time	20 SP (Minimum Service Points) then 1 SP per 5 minutes of Late Fix Time	121-240 minutes of Late Fix Time	80SP then 1SP per 4 minutes beyond 120 minutes of Late Fix Time	241-600 minutes of Late Fix Time	140SP then 1SP per 3 minutes beyond 240 minutes of Late Fix Time
SL#14: Service Incident Resolution - Severity 2	Up to 120 minutes of Late Fix Time	20 SP (Minimum Service Points) then 1 SP per 6 minutes of Late Fix Time	121-480 minutes of Late Fix Time	70SP then 1SP per 6 minutes beyond 120 minutes of Late Fix Time	481-1200 minutes of Late Fix Time	160 SP then 1SP per 6 minutes beyond 480 minutes of Late Fix Time
SL#19: Security Incident Response - Severity 1	Up to 30 minutes of Late Security Incident Response Time	40 SP (Minimum Service Points) then 4SP per minute of Late Security Incident	31-120 minutes of Late Security Incident Response Time	180SP then 2SP per minute beyond 30 minutes of Late Security Incident	121-210 minutes of Late Security Incident Response Time	420SP then 4SP per minute beyond 120 minutes of Late Security Incident

Service Level	Time Bracket 1	Time Bracket 1 Service Points	Time Bracket 2	Time Bracket 2 Service Points	Time Bracket 3	Time Bracket 3 Service Points
		Response Time		Response Time		Response Time
SL#19: Security Incident Response - Severity 2	Up to 60 minutes of Late Security Incident Response Time	30SP (Minimum Service Points) then 1 SP per minute of Late Security Incident Response Time	61-240 minutes of Late Security Incident Response Time	140SP then 1 SP per minute beyond 60 minutes of Late Security Incident Response Time	241-420 minutes of Late Security Incident Response Time	320SP then 2 SP per minute beyond 240 minutes of Late Security Incident Response Time
SL#20: Security Incident Resolution - Severity 1	Up to 120 minutes of Late Security Incident Fix Time	20 SP (Minimum Service Points) then 1 per 5 minutes of Late Security Incident Fix Time	121 - 360 minutes of Late Security Incident Fix Time	90 SP then 1 per 4 minutes beyond 120 minutes of Late Security Incident Fix Time	361 - 720 minutes of Late Security Incident Fix Time	160 SP then 1 per 3 minutes beyond 360 minutes of Late Security Incident Fix Time
SL#20: Security Incident Resolution - Severity 2	Up to 240 minutes of Late Security Incident Fix Time	10 SP (Minimum Service Points) then 1 per 6 minutes of Late Security Incident Fix Time	241 - 720 minutes of Late Security Incident Fix Time	60 SP then 1 per 6 minutes beyond 240 minutes of Late Security Incident Fix Time	721 - 1440 minutes of Late Security Incident Fix Time	140 SP then 1 per 6 minutes beyond 720 minutes of Late Security Incident Fix Time

Table 18 - Time Brackets

Note: The maximum Service Points which can be accrued for a Service Level Failure (i.e. where the Service Level Failure Threshold has been reached) are set out in Table 5 Service Level #14), Table 14 Service Level # 19) and Table 15 Service Level # 20).

Worked Example for SL#14 (Service Incident Resolution: Severity 1)

A Service Incident Resolution - Severity 1 is Resolved 50 minutes late (i.e. there is 50 mins of Late Fix Time, which means 50 minutes in excess of the Maximum Incident Resolution Time excluding On Hold Time (which in the case of a Severity 1 Service Incident is 2 Applicable Service Hours)):

- This falls under Time Bracket 1.
- The initial Service Points = 20 Service Points.
- The additional Service Points = 10 Service Points (i.e. 1 SP for every 5 minutes late).
- Therefore the total Service Points = 30 Service Points.

Worked Example for SL#19 (Security Incident Response: Severity 2)

A Severity 2 Security Incident is Responded to 70 minutes late (i.e. there is 70 minutes of Late Security Incident Response Time which means 70 minutes in excess of the Maximum Security Incident Resolution Time excluding On Hold Time):

- This falls under Time Bracket 2.
- The initial Service Points = 140 Service Points.
- The additional Service Points = 10 Service Points (i.e. 1 SP per minute beyond 60 minutes of Late Security Incident Response Time).
- Therefore the total Service Points = 150 Service Points.

SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

In this Schedule 4, the following definitions shall apply:

“CEDR”		the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“Counter Notice”		has the meaning given in Paragraph 7.2;
“Expedited Timetable”	Dispute	the expedited dispute timetable set out in Paragraph 3;
“Expert”		in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;
“Expert Determination”		determination by an Expert in accordance with Paragraph 6;
“Mediation Notice”		has the meaning given in Paragraph 4.2;
“Mediator”		the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;
“Multi-Party Dispute”		a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	Dispute	has the meaning given in Paragraph 9.7;
“Multi-Party Dispute Resolution Board”	Dispute	has the meaning given in Paragraph 9.7;
“Related Party(ies)”	Third	a party to: (a) another contract with the Buyer or the Supplier which is relevant to this Contract; or (b) a Sub-Contract; and
“Supplier Request”		a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2. DISPUTE NOTICES

2.1 If a Dispute arises then:

2.1.1 the Buyer Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

- 2.1.2 if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.
- 2.2 A Dispute Notice:
 - 2.2.1 shall set out:
 - (a) the material particulars of the Dispute;
 - (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
 - 2.2.2 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.
- 2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:
 - 2.3.1 if it is served by the Buyer it shall be treated as a Multi-Party Procedure Initiation Notice; and
 - 2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.
- 2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:
 - 2.4.1 first by commercial negotiation (as prescribed in Paragraph 4);
 - 2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and
 - 2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 55).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.
- 2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the use of the times in this Schedule 4 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4.2.3, ten (10) Working Days;
 - 3.2.2 in Paragraph 5.2, ten (10) Working Days;
 - 3.2.3 in Paragraph 6.2, five (5) Working Days; and
 - 3.2.4 in Paragraph 7.2, ten (10) Working Days.
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. COMMERCIAL NEGOTIATION

- 4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer Representative and the Supplier Representative, or such other individual as may be notified by a Party to the other Party from time to time.
- 4.2 If:
- 4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
 - 4.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 4; or

- 4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,
- 4.2.4 either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a “**Mediation Notice**”).

5. **MEDIATION**

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 5.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. **EXPERT DETERMINATION**

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
 - 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
 - 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or

- 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
- (a) an appropriate body agreed between the Parties; or
 - (b) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.
- 6.3 The Expert shall act on the following basis:
- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 6.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 6.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 6.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 6.3.5 the process shall be conducted in private and shall be confidential; and
 - 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. ARBITRATION

- 7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.
- 7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with Paragraph 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 7.3 If the Buyer serves a Counter Notice, then:
- 7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or

- 7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.
- 7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:
- 7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);
- 7.5.2 the arbitration shall be administered by the LCIA;
- 7.5.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 7.5.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 7.5.5 the chair of the arbitral tribunal shall be British;
- 7.5.6 the arbitration proceedings shall take place in London and in the English language; and
- 7.5.7 the seat of the arbitration shall be London.

8. URGENT RELIEF

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- 8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. MULTI-PARTY DISPUTES

- 9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the “**Multi-Party Dispute Resolution Procedure**”).
- 9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer’s determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a “Multi-Party Procedure Initiation Notice”.
- 9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.
- 9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:
- 9.5 a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or
- 9.5.1 not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.
- 9.6 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.7 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “**Multi-Party Dispute Resolution Board**”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
- 9.7.1 the Buyer;
- 9.7.2 the Supplier;
- 9.7.3 each Related Third Party involved in the Multi-Party Dispute; and
- 9.7.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary,
- (together “**Multi-Party Dispute Representatives**”).
- 9.8 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

- 9.8.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
 - 9.8.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
 - 9.8.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 9.9 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:
- 9.9.1 either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 5 shall apply;
 - 9.9.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or
 - 9.9.3 subject to Paragraph 9.10, Paragraph 7 shall apply to the Multi-Party Dispute,
- and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.
- 9.10 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

SCHEDULE 5 - CHANGE CONTROL PROCEDURE

PART A – SHORT FORM CHANGE CONTROL PROCEDURE – Not used

PART B – LONG FORM CHANGE CONTROL PROCEDURE

1. DEFINITIONS

In this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), the following definitions shall apply:

“Buyer Change Manager”	the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;
“Change Authorisation Note”	an authorisation note setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Contract Change”	any change to this Contract other than an Operational Change;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment Estimate”	has the meaning given in Paragraph 4.3;
“Operational Change”	any change in the Supplier's operational procedures which in all respects, when implemented: (a) will not affect the Charges and will not result in any other costs to the Buyer;

- (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;
- (c) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and
- (d) will not require a change to this Contract;

“Receiving Party”	the Party which receives a proposed Contract Change;
“RFOC”	has the meaning given in Paragraph 9.2; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Representative.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 2.1 This Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) sets out the procedure for dealing with Changes.
- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
 - 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.

- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule S2 (Testing Procedures) where used, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:
- 2.5.1 unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
- 2.5.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
- 2.6.1 within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
- 2.6.2 thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time to time request.

3. COSTS

- 3.1 Subject to Paragraph 3.3:
- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Buyer shall not be required to pay any such costs if:
- (a) such costs are below the figure set out in Order Form;
- (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
- (c) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly

proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

- 3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4. CHANGE REQUEST

- 4.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.
- 4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.
- 4.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.
- 4.4 If the Buyer accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:
- 4.4.1 the nature of the request for clarification; and
- 4.4.2 the reasonable justification for the request;
- the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

5. IMPACT ASSESSMENT

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- 5.1.1 details of the proposed Contract Change including the reason for the Contract Change;
- 5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract; and
- 5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

- (a) the Services Specification and/or the Service Levels;
 - (b) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
 - (c) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's IT infrastructure;
- 5.1.4 details of the cost of implementing the proposed Contract Change;
- 5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- 5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;
- 5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and
- 5.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the United Kingdom and European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 34 (Protection of Personal Data).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within ten (10) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
 - 5.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 5.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.3 include evidence of the cost of any assets required for the Change; and
 - 5.5.4 include details of any new Sub-Contracts necessary to accomplish the Change.

6. BUYER'S RIGHT OF APPROVAL

- 6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 6.2 If the Buyer approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.
- 6.3 If the Buyer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to Paragraph 3 of Schedule 4 (Dispute Resolution Procedure).

7. SUPPLIER'S RIGHT OF APPROVAL

- 7.1 Following an Impact Assessment, if:
- 7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:
 - (a) materially and adversely affect the risks to the health and safety of any person; and/or
 - (b) require the Services to be performed in a way that infringes any Law; and/or
 - 7.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the

Services Specification does not state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change, then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Buyer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. FAST-TRACK CHANGES

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
- 8.2 If:
- 8.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed twenty (20) in any 12 month period; and
 - 8.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed the figure set out in the Order Form and the proposed Contract Change is not significant (as determined by the Buyer acting reasonably),
- then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.
- 8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

9. OPERATIONAL CHANGE PROCEDURE

- 9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:
- 9.1.1 have an impact on the business of the Buyer;
 - 9.1.2 require a change to this Contract;
 - 9.1.3 have a direct impact on use of the Services; or
 - 9.1.4 involve the Buyer in paying any additional Charges or other costs.
- 9.2 The Buyer may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.
- 9.3 The RFOC shall include the following details:

- 9.3.1 the proposed Operational Change; and
- 9.3.2 the time-scale for completion of the Operational Change.
- 9.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.
- 9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

10. COMMUNICATIONS

For any Change Communication to be valid under this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), it must be sent to either the Buyer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) shall apply to a Change Communication as if it were a notice.

ANNEX 1: Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
[KEY MILESTONE DATE: <i>[if any]</i>]		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:		Signature:
Name:		Name:
Position:		Position: ____
Date:		Date:

SCHEDULE 6 - TRANSPARENCY REPORTS

1. Within three (3) months from the Commencement Date the Supplier shall provide to the Buyer for approval (the Buyer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements specified in Attachment 10 (Transparency Reports) of the Order Form.
2. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for approval by the Buyer 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.
3. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 10 (Transparency Reports) of the Order Form.
4. Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
5. The requirements in this Schedule 6 are in addition to any other reporting requirements in this Contract.

SCHEDULE 7 - GOVERNANCE

PART A – SHORT FORM GOVERNANCE – Not Used

PART B – LONG FORM GOVERNANCE

1. DEFINITIONS

In this Part B (Long Form Governance) of this Schedule 7 (Governance), the following definitions shall apply:

“Board Member”	the initial persons appointed by the Buyer and Supplier to the Boards as set out in in Annex 2 to this Schedule 7 (Governance) and any replacements from time to time agreed by the Parties in accordance with Paragraph 4.3;
“Boards”	the boards described in Annex 2 of this Schedule 7 (Governance) and “Board” shall mean any of them;
“Project Managers”	the individuals appointed as such by the Buyer and the Supplier in accordance with Paragraph 3.

1A. INTRODUCTION

- 1A.1 This Schedule 7 (Governance) describes the governance and each Party’s roles and responsibilities required to facilitate the management of the Services under this Contract.
- 1A.2 The high-level governance structure for this Contract is set out in Annex 1 to this Schedule 7 (Governance).

2. MANAGEMENT OF THE SERVICES

- 2.1 The Supplier and the Buyer shall each appoint a project manager for the purposes of this Contract through whom the Services shall be managed at a day-to-day.
- 2.2 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3. BOARDS

Establishment and structure of the Boards

- 3.1 The Parties agree to operate the Boards specified as set out in Annex 2 to this Schedule 7 (Governance).
- 3.2 In relation to each Board, the:
 - 3.2.1 Buyer’s Board Members;
 - 3.2.2 Supplier’s Board Members;
 - 3.2.3 frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - 3.2.4 chairperson for each Board;
 - 3.2.5 required inputs and outputs of each Board; and
 - 3.2.6 objectives of each Board together with relevant escalation channels for both Parties,

shall be as set out in Annex 2 to this Schedule 7 (Governance).

- 3.3 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.
- 3.4 Both Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 3.5 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 3.6 The Parties agree that the first instance of each Board Meeting shall be used to validate the parameters set out in Annex 2 and record terms of reference. Any identified amendments will be dealt with using the change process.

Board Meetings

- 3.7 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:
 - 3.7.1 a delegate attends the relevant Board meeting in their place and that the delegate (wherever possible) is properly briefed and prepared; and
 - 3.7.2 that they are debriefed by such delegate after the Board meeting.
- 3.8 Each Board shall have a chairperson (as identified in Annex 2) and the chairperson for each Board shall be responsible for:
 - 3.8.1 chairing the Board meetings; and
 - 3.8.2 recording decisions and agreements reached at the Board, based on the discussions and the input/feedback received from all participants.
- 3.9 Each Board meeting will be outcome based and defined outcomes will be delivered and realised within the agreed timescales. The decisions of the Board shall be binding on all Parties.
- 3.10 The agenda for each Board meeting shall be set by the Buyer on a standing basis, with due consideration given to any requests from the Supplier for standing agenda items.
- 3.11 The Supplier shall be responsible for providing a secretariat function in support of the governance arrangements for all Boards set out in appendix 2 with the exception of the Cross Supplier Board (as described in appendix 2), which shall include but not be limited to:
 - 3.11.1 attendance at Board meetings:
 - 3.11.2 scheduling Board meetings;
 - 3.11.3 tailoring for each meeting (using the standing agenda pursuant to Paragraph 3.10), and circulating, the agenda and any associated documentation and papers to all attendees at least 5 Working Days in advance of such meeting;

- 3.11.4 ensuring that minutes for Board meetings are recorded, approved by the chairperson of the relevant Board and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting;
 - 3.11.5 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and
 - 3.11.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 3.12 The Parties shall ensure that the personnel attending Board meetings:
- 3.12.1 subject to Paragraph 3.7, prepare for the meeting in advance such that they are fully briefed prior to the meeting;
 - 3.12.2 are empowered to support constructive discussions in those meetings; and
 - 3.12.3 are required to ensure that any outputs and/or decisions made at those meetings are communicated to all personnel affected by such outputs/decisions as soon as reasonably practicable after such meeting has been held.

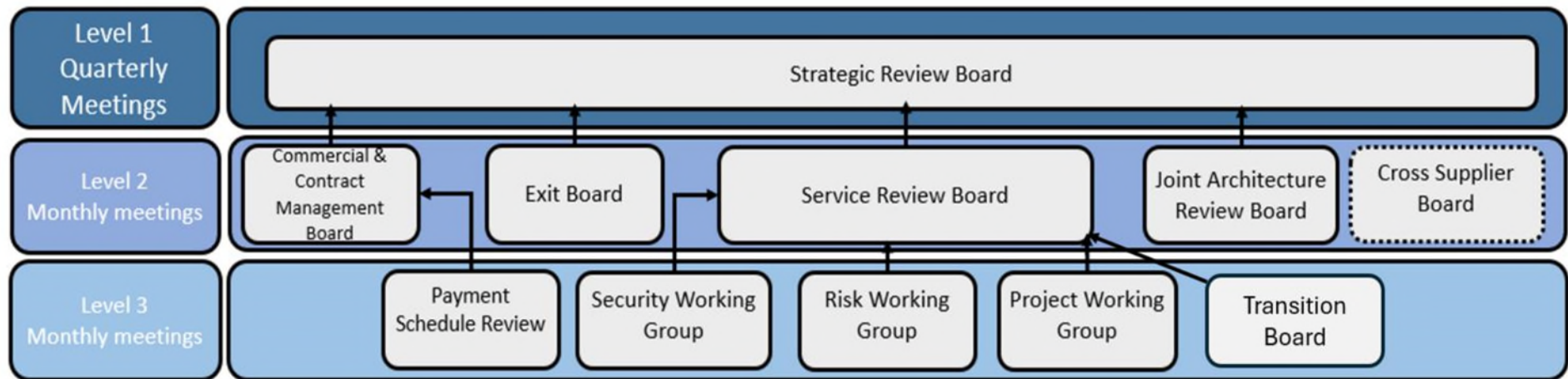
4. KEY SUB-CONTRACTORS

- 4.1 To the extent that the Supplier requires the support and input of its Key Sub-Contractor(s) at any of the Boards, the Supplier shall procure that its Key Sub-Contractor(s) attend such Boards as may be required.
- 4.2 The Buyer acknowledges and agrees that in certain circumstances it will be appropriate and/or necessary for the Supplier Personnel, including personnel of any Key Sub-Contractor(s), to attend the Boards, provided always that Clause 37.6 shall apply and the Supplier shall remain responsible for all acts and omissions of its Key Sub-Contractor(s) and the acts and omissions of those employed or engaged by the Key Sub-Contractor(s) as if they were its own.
- 4.3 The Supplier shall not be entitled to any increase in the Charges for any input or support provided by any Key Sub-Contractor to any of the Boards in accordance with this Paragraph 4.

5. INFORMAL MEETINGS

- 5.1 This Schedule 7 (Governance) shall not prejudice the ability of the Parties to arrange informal meetings to discuss specific issues and ongoing project requirements relating to this Contract as necessary. The Parties shall cooperate to find convenient times and locations for such meetings and use reasonable endeavours to ensure that all identified attendees attend such meetings.

ANNEX 1 - GOVERNANCE STRUCTURE



ANNEX 2 - BOARDS, FORUMS & WORKING GROUPS

The Parties agree to operate the following Boards as set out below:

1. STRATEGIC REVIEW BOARD

Frequency

- Quarterly

Objectives

The Strategic Review Board is designed to meet the contractual agreement between the Buyer and the Supplier, and to manage the relationship at the most senior level in the Buyer. The purpose of the board is to review the overall performance of the Supplier and the Contract, to ensure commercial and financial controls are in place and they are being met, assess the highest levels of risk, address any relevant issues, to look forward to understand any key constraints and opportunities and to provide guidance on any decisions escalated to the Board.

The Strategic Review Board is for the Buyer to work with the Supplier to:

- Review the overall commercial performance.
- Review major incidents or security related matters that may impact the service
- Review any escalated financial matters arising (e.g. Aged debt, outstanding invoices, payments pending etc.)
- Review highest levels risks and mitigation plans
- Resolve escalations from any subordinate boards or groups
- Review overall Supplier performance and manage any gaps against the Contract
- Review the project scorecard and action any resolution required
- Review any pertinent product issues requiring resolution
- Manage ongoing actions raised within the Board
- Review any gain share opportunities that meet the Boards threshold levels (i.e. only relevant gain share is brought to this board)
- Resolve any behavioural or relationship issues
- Act as a forward-looking forum to consider opportunities for future commercial change for continuous improvement purposes

Responsibilities

Members should make every effort to attend Board meetings.

The chairperson will:

- Attend each of the Strategic Review Boards, or, if unavailable, delegate a senior representative who can make decisions on their behalf.
- Set and agree the agenda with the Supplier for the Strategic Review Board
- Promote a high standard of discussion and collaborative working.
- Ensure that membership is appropriately maintained

Strategic Review Board Members will:

- Hold collective responsibility for ensuring overall contract and supplier service leadership and management.
- Ensure that the Strategic Review Board aims, objectives and scope are appropriately defined.
- Provide visible leadership, direction, and commitment to the Strategic Review Board, promoting effective communication of the aims and objectives.
- Assess strategic risks and issues and approve proposals for mitigation/resolution and to ensure there is appropriate assurance and approvals.
- Ensure resolution of any escalated issues.
- Monitor and agree significant variations to delivery plans within the bounds of this executive Board.
- Ensure that decisions are recorded, along with any substantial dissenting views from board members. Making evidence-based approvals and decisions.
- Resolve any “significant” supplier issues arising between the Buyer & the Supplier
- Confirm and manage escalations to the Strategic Review Board from the feeder boards and communicate the results to those boards.
- Manage actions raised previous Strategic Review Boards to a conclusion
- Confirm the entries from the various boards as a fair reflection of the performance of the Supplier

Buyer Board Members

- Senior Business Owner/Senior Responsible Owner (chairperson)
- Buyer Representative
- Service Owner – End User Devices and Mobile
- Service Owner – Productivity & Collaboration
- Senior Commercial Lead
- Senior Finance Lead

Supplier Board Members

- Supplier Representative
- Supplier Delivery Manager
- Supplier commercial manager
- Supplier technical lead
- Supplier programme manager
- Supplier finance manager

<ul style="list-style-type: none"> • Senior Risk Lead • Head of Service Operations • Senior Project Lead • Senior Product Lead 	
Inputs Summary report on the following: <ul style="list-style-type: none"> • Report from Risk Working Group, including risk register (above threshold for the board). • Report from Security Working Group • Report from Project Working Group • Commercial summary to be provided by the Supplier. • Finance summary (cost vs target etc.) to be provided by the Supplier. • Operational delivery supplier scorecard • Project portfolio dashboard and reports 	
Outputs <ul style="list-style-type: none"> • Actions for Buyer & Supplier including progress against previous actions • Agreed escalation resolutions for feeder boards • Updated decisions log 	
Escalation <ul style="list-style-type: none"> • Matters that cannot be resolved by this Board shall be considered a 'Dispute' Resolution Procedure. 	
	for the purposes of the Contract and shall be referred to the Dispute

2. COMMERCIAL AND CONTRACT MANAGEMENT BOARD

Frequency <ul style="list-style-type: none"> • Monthly
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<p><u>Objectives</u></p> <ul style="list-style-type: none"> ● To review the overall commercial performance. ● To review and resolve commercial issues, disputes and financial issues relating to the account, agreeing any remedies or mitigation activities required for delivery through the commercial function. ● To review and monitor payments as escalation from the Payment Schedule Working Group ● To review and monitor disputed change requests ● To provide a forward look into opportunities for future commercial change to enhance benefits sharing, savings initiatives etc. ● To review the future business pipeline, including any procurement activity being run which may be of interest. ● To review the escalated issues from the routine commercial “feeder” meetings, agreeing remedial activities for delivery through the Commercial function, or formal escalation to the Strategic Review Board where appropriate ● Resolve any behavioural or relationship issues ● Ensure that decisions are recorded, along with any substantial dissenting views from Board Members. 	
<p><u>Responsibilities</u></p> <ul style="list-style-type: none"> ● Resolve commercial/financial issues arising between the Buyer and the Supplier ● Resolve disputed contract change notes ● Ensure key commercial principles of the contract are implemented e.g. benchmarking, indexation ● Agree disputed billing / payments ● Exercise the responsibilities of escalation roles 	
<p><u>Buyer Board Members</u></p> <ul style="list-style-type: none"> ● Senior commercial lead (chairperson) ● commercial lead ● Commercial manager ● Finance business partner 	<p><u>Supplier Board Members</u></p> <ul style="list-style-type: none"> ● Supplier commercial manager ● Supplier finance manager

Inputs

Reports on finance and commercial matters including but not limited to:

- Billing summaries produced to sufficient detail by the Supplier
- Outstanding contract change notes.
- Identified risks and issues from relevant risk registers
- Escalated issues from routine commercial “feeder” meetings, the Payment Schedule Working Group and elsewhere.
- Outstanding purchase orders, to be provided by the Supplier.
- Aged debt / working at risk logs, to be provided by the Supplier.

Outputs

- Actions for the Buyer and the Supplier
- Commercial principles
- Agree disputed contract changes
- Resolution of issues
- Escalation of issues for formal Dispute

Escalation

Matters that cannot be resolved by this Board shall be referred to the Strategic Review Board.

3. EXIT BOARD

Frequency

- Monthly following the appointment of the Exit Managers in accordance with paragraph 2.4 of Schedule 10 (Exit Management). The Parties may agree in writing to meet less frequently if required.

Objectives	
<ul style="list-style-type: none"> The Exit Board is responsible for monitoring the overall exit programme <ul style="list-style-type: none"> The Exit Board is responsible for providing direction and key decision scope & quality parameters. Members of the Exit Board should ensure that their local departmental effectively/proportionately within the programme. All Members of the Exit Board are responsible for raising any significant 	
Responsibilities	
<ul style="list-style-type: none"> Monitoring, updating and reporting on the overall exit programme Identify, track and assure internal/external dependencies for the Exit workstream Make decisions on escalated issues/blockers and any other escalated items Review/assess change requests that impact Exit delivery and escalate approvals where necessary Ensure that decisions are recorded, along with any substantial dissenting views from Board Members. 	
Buyer Board Members	Supplier Board Members
<ul style="list-style-type: none"> Senior Commercial Lead (chairperson) Commercial Lead Commercial Lead Buyer Exit Manager Senior Business Owner Service Owner 	<ul style="list-style-type: none"> Supplier commercial manager Exit Manager
Inputs	
<ul style="list-style-type: none"> Buyer's forward schedule of exit covering at least the next 6 Escalated Risks and Issues from exit managers Agreed plans and timescales Progress updates from relevant exit workstreams 	

Outputs

- Agreed strategic decisions relating to the exit process.
- Risks and issues to escalate to the Strategic Review Board
- Agreed progress updates to be reported to the Strategic Review Board

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Strategic Review Board.

4. SERVICE REVIEW BOARD

Frequency

- Monthly

Objectives

Service Review Board (“SRB”) is designed to meet the contractual agreement between the Buyer and the Supplier. The purpose is to assess how the Supplier is performing against the agreed Key Performance Indicators and Service Levels.

The purpose of the SRB is to support the senior leaders by providing overall direction and management of services. The SRB is a key decision-making forum.

The SRB has overall responsibility for monitoring the service areas and encouraging improvements, ensuring that work is delivered to time, cost, and quality and that the outputs/ benefits are achieved and maximised.

The purpose of this review shall be the assessing and monitoring of a wide range of services that are provided by the supplier including areas that have/had an operational impact of the delivery of the Buyer technology services.

The SRB monthly review is for the Buyer to work with the Supplier to ensure:

1. A consistent approach to service reviews
2. Have a clear route for service reporting
3. Have a clear link to the Buyer’s strategic priorities including agreed measures of successes and benefits
4. Effective engagement between the Buyer and the Supplier
5. Effective reporting of risks, issues, incidents and problems
6. Effective reporting of ongoing projects

7. Effective decision making on any subjects within the scope and authority of the Board
8. A route to escalate unresolved issues for decision within this board or for further escalation within the Buyer
9. A clear link to ownership and leadership
10. Assure the right focus is being driven for continuous improvement of the Services (including hotspots and focus areas) with evidence of change in the services provisioned
11. Understand and assure the level of service being delivered to the End User

Members should make every effort to attend Board meetings.

The chairperson will:

- Attend each of the SRBs, or, if unavailable, delegate a senior representative who can make decisions on their behalf.
- Set and agree the agenda with the Supplier for the SRB review
- Promote a high standard of discussion and collaborative working
- Ensure that membership is appropriately maintained

SRB Members will:

- Hold collective responsibility for ensuring overall service management.
- Ensure that the SRB aims, objectives and scope are appropriately defined.
- Provide visible leadership, direction, and commitment to the SRB, promoting effective communication of the aims and objectives.
- Ensure the availability of essential resources to deliver the SRB actions within their agreed scope, time, cost, and quality.
- Assess strategic risks and issues and approve proposals for mitigation/resolution and to ensure there is appropriate assurance and approvals.
- Ensure resolution of any escalated issues.
- Monitor and agree significant variations delivery plans.
- Ensure that lessons learned reports are prepared in accordance with Buyer guidelines.
- Approving the documents used to initiate, plan, manage and close projects/work streams.
- Approve change requests and escalate approvals where necessary.
- Ensure that the SRB carries out evidence-based planning at appropriate stages. Where delivery is at risk the board should ensure this is flagged in the risk register and considered at key decision points.
- Supplier to highlight any changes in priorities or workstreams and report on progress
- Ensure that decisions are recorded, along with any substantial dissenting views from Board Members. Making evidence-based approvals and decisions.

Buyer Board Members	Supplier Board Members
<ul style="list-style-type: none"> ● Service Owner - End User Devices & Mobile (chairperson) ● Buyer Representative ● Service Owner - Productivity & Collaboration ● Head of Event, Problem, Incident, Change & Knowledge ● Head of Change, Release, Transition, Service Request Management ● Head of Capacity, Availability, Assets, & Licence Management ● Head of Strategic Risk Management ● Principal Cyber Security Risk Advisor ● Technology Operations - EUC ● Operations Manager – Evergreen ● Governance Lead ● EUC Contract Manager ● Demand & Engagement Lead (HMCTS) ● Operations Manager(s) ● Commercial Manager 	<ul style="list-style-type: none"> ● Supplier Representative ● Supplier commercial manager ● Operations manager ● Service manager ● Risk manager ● Other relevant personnel
Inputs	
<p>All of the below to be provided by the Supplier</p> <ul style="list-style-type: none"> ● Minutes and report from Risk Working Group ● Minutes and report from Security Working Group ● Minutes and report from Project Working Group ● Escalations from feeder meetings resolved within the scope of the board ● Open actions (include who is assigned ownership) ● Report of service delivery performance 	

- Overview of KPIs and Service Levels from the previous month
- End User Compute metrics
- Incident management reports
- Problem management reports
- High level review of Risk Register
- End User services metrics
- Progress report on projects in flight (details inc. PM (Project Management) and progress)
- CSI summary / overview
- Escalation summary / tracker

Outputs

Actions and decisions will be distributed within 3 Working Days of the meeting.

- Minutes from meeting (as managed by the secretariat)
- Updated Risk Register
- CSI (Continual Service Improvement) records updated
- Decisions log
- Escalations identified, their ownership and route to resolution agreed

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Strategic Review Board.

5. JOINT ARCHITECTURE REVIEW BOARD

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this working group shall be for the Parties to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Strategic Review Board.

6. CROSS SUPPLIER BOARD

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this Board shall be for the attendees to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Strategic Review Board.

7. SECURITY WORKING GROUP

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this working group shall be for the Parties to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Service Review Board.

8. RISK WORKING GROUP

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this working group shall be for the Parties to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Service Review Board.

9. PROJECT WORKING GROUP

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this working group shall be for the Parties to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Service Review Board.

10. PAYMENT SCHEDULE WORKING GROUP

Frequency

- Monthly

Objectives

- The objectives, inputs and outputs of this working group shall be for the Parties to agree during the course of those meetings.

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Commercial Management Board.

11. TRANSITION BOARD

Frequency

<ul style="list-style-type: none"> ● Monthly 	
Objectives	
<ul style="list-style-type: none"> ● The Transition Board is responsible for monitoring the delivery of the Implementation Plan, and the monitoring of any risks or issues to the delivery of the Implementation Plan. ● The Transition Board is responsible for providing direction and key decision making in support of the Implementation workstream, ensuring that it is delivered within scope & quality parameters. ● All Members of the Transition Board are responsible for raising any significant risks and/or other challenges/issues/blockers to the delivery of Implementation Plan. 	
Responsibilities	
<ul style="list-style-type: none"> ● Monitoring, updating and reporting on the Implementation Plan ● Identify, track and assure internal/external dependencies for the Implementation Plan ● Make decisions on escalated issues/blockers and any other escalated items ● Review/assess change requests that impact Implementation delivery and escalate approvals where necessary ● Ensure that decisions are recorded, along with any substantial dissenting views from Board Members 	
Buyer Board Members	Supplier Board Members
<ul style="list-style-type: none"> ● EUCS Senior Project Manager ● Programme Exit and Transition Lead ● EUCS Transition Manager ● EUCS Exit Manager ● Senior Business Owner ● Service Owner ● Implementation Project team members as required 	<ul style="list-style-type: none"> ● Account delivery lead ● Implementation manager ● Implementation project team members as required
Inputs	
<ul style="list-style-type: none"> ● Implementation Plan ● Risks and Issues associated with the Implementation Plan 	

- Exception Reports or other matters requiring a decision
- Progress updates from relevant Implementation workstreams

Outputs

- Agreed strategic decisions relating to the implementation process
- Risks and issues to escalate to the Service Review Board or to the appropriate governance forum as required
- Agreed progress updates to be reported to the Service Review Board or to the appropriate governance forum as required

Escalation

- Matters that cannot be resolved by this Board shall be referred to the Service Review Board or to the appropriate governance forum as required

SCHEDULE 8 - FINANCIAL DISTRESS**1. DEFINITIONS**

In this Schedule 8 (Financial Distress), the following definitions shall apply:

"Accounting Reference Date"		means in each year the date to which the Supplier prepares its annual audited financial statements;
"Authorised Financial Representative"		a statutory director of the Supplier or a sufficiently senior member of the Supplier's management team who has the authority to act on behalf of the Supplier in relation to financial matters;
"Credit Rating Threshold"		the minimum credit rating level for the Monitored Company as set out in Part A of Attachment 7 (Financial Distress) of the Order Form;
"Financial Event"	Distress	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of a Monitored Company dropping below the applicable Credit Rating Threshold; b) a Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) a Monitored Company committing a material breach of covenant to its lenders; e) a Key Sub-Contractor (where applicable) notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) a Monitored Company extends the filing period for filings its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; g) a Monitored Company is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate; h) the directors and/or external auditors of any Monitored Company conclude that a material uncertainty exists in relation to that Monitored Company's going concern in the annual report

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including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from the directors or external auditors;

- i) any of the following:
 - i) commencement of any litigation against a Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by a Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of a Monitored Company becoming due as a result of an event of default;
 - iv) the cancellation or suspension of any financial indebtedness in respect of a Monitored Company; or
 - v) any Monitored Company makes a public announcement which contains adverse commentary with regards to that Monitored Company's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;

in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance delivery of the Services in accordance with this Contract;

- j) any one of the Financial Indicators set out at Paragraph 6 of this Schedule for any Monitored Company failing to meet the required Financial Target Threshold.

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant Monitored Companies and may refer to the Insolvency Continuity Plan in this regard;

"Financial Target Thresholds"

means the target thresholds for each of the Financial Indicators set out at Paragraph 6.1 of this Schedule;

"Monitored Company"

Supplier, Guarantor (if any) any Key Sub-Contractor(s) or Monitored Supplier; and

"Monitored Supplier"	means those entities specified at Paragraph 6.2 of this Schedule;
"Rating Agencies"	the rating agencies set out in Part B of Attachment 7 (Financial Distress) of the Order Form;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers .

2. WARRANTIES AND DUTY TO NOTIFY

- 2.1 The Supplier warrants and represents to the Buyer that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Part B of Attachment 7 (Financial Distress) of the Order Form.
- 2.2 The Supplier shall (or shall procure that its auditors) promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 2.3 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 the Buyer within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Buyer (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by Buyer. 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.

2.4 The Supplier shall:

- 2.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies;

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- 2.4.2 monitor and report on the Financial Indicators for each Monitored Company against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 6.1 (where specified) and in any event, on a regular basis and no less than once a year within 120 days after the Accounting Reference Date; and
 - 2.4.3 promptly notify (or shall procure that its auditors promptly notify) the Buyer 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 ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 2.5 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:
 - 2.5.1 any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold; or
 - 2.5.2 any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold.
- 2.6 Each report submitted by the Supplier pursuant to Paragraph 2.4.2 shall:
 - 2.6.1 be a single report with separate sections for each of Monitored Company;
 - 2.6.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.6.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.6.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 2.6.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.

3. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 3.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.
- 3.2 In the event that a Financial Distress Event arises due to a Key Sub-Contractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified

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invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Supplier ten (10) Working Days to:

- 3.2.1 rectify such late or non-payment; or
- 3.2.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.

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

3.3.1 at the request of the Buyer, meet the Buyer 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 and delivery of the Services in accordance with this Contract; and

3.3.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

- (a) submit to the Buyer 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) to the extent it is legally permitted to do so and subject to Paragraph 3.8, provide such financial information relating to the Monitored Company as the Buyer may reasonably require in order to understand the risk to the Services, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.

3.4 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Buyer or referred to the Dispute Resolution Procedure under Paragraph 3.5.

3.5 If the Buyer 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:

- 3.5.1 agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan; or
- 3.5.2 by notice, escalate any issues with the draft Financial Distress Service Continuity Plan to senior representatives of the Parties using the commercial negotiation process set out in the Dispute Resolution Procedure. Such senior

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representatives must have authority and availability to agree the Financial Distress Remediation Plan within 28 days of the date of the notice; or

- 3.5.3 finally reject the draft Financial Distress Service Continuity Plan.
- 3.6 Following approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
 - 3.6.1 on a regular basis (which shall not be less than monthly):
 - (a) review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract; and
 - (b) provide a written report to the Buyer setting out its progress against the Financial Distress Service Continuity Plan, the reasons why any changes to the plan may be made by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6.1, or where the Buyer reasonably requests, submit an updated Financial Distress Service Continuity Plan to the Buyer for its approval, and the provisions of Paragraphs 3.5 and 3.6 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Service Continuity Plan.
- 3.7 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 the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.6.
- 3.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 3.3.2(b) is available when required and on request from the Buyer and within reasonable timescales. Such measures may include:
 - 3.8.1 obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 3.8.2 agreeing in advance with the Buyer, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Buyer;
 - 3.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Buyer (which may include making price sensitive

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information available to Buyer nominated personnel through confidential arrangements, subject to their consent); and

- 3.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

4. TERMINATION RIGHTS

- 4.1 The Buyer shall be entitled to terminate this Contract for material Default if:
- 4.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.4;
 - 4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5;
 - 4.1.3 the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.5.3; and/or
 - 4.1.4 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 3.6.3.

5. PRIMACY OF CREDIT RATINGS

- 5.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event excluding an event as described in limb a) of the definition of Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 5.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
 - 5.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3.2(b).

6. FINANCIAL INDICATORS

- 6.1 Subject to the calculation methodology set out at Annex 2 to this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators shall be as follows:

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency
1 Turnover Ratio	Turnover Ratio = Bidder Annual Revenue Expected	>1.50 times	Tested and reported yearly in arrears within 120 days of each

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Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency
	Annual Contract Value		accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
2 Operating Margin	Operating Margin = Operating Profit / Revenue	>5.00%	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
3 Net Debt to EBITDA Ratio	Net Debt to EBITDA ratio = Net Debt / EBITDA	< 3.50 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date.
4 Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 5.00 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date
5 Net Interest Paid Cover	Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid	> 3.00 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
6 Acid Ratio	Acid Ratio = (Current Assets – Inventories) / Current Liabilities	> 0.80 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date.
7 Net Asset value	Net Asset Value = Net Assets	> Nil	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date.
8 Group Exposure Ratio	Group Exposure / Gross Assets	< 50.00%	Tested and reported yearly in arrears within 120 days of each accounting reference date based

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Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency
			upon figures at the relevant accounting reference date.

Key:¹ – See Annex 2 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

6.2 Monitored Suppliers

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 6.1 which are to apply to the Monitored Suppliers)
Parent Company	1 Turnover Ratio 2 Operating Margin 3 Net Debt to EBITDA Ratio 4 Net Debt + Net Pension Deficit to EBITDA ratio 5 Net Interest Paid Cover 6 Acid Ratio 7 Net Asset value 8 Group Exposure Ratio
Key Sub Contractor	1 Turnover Ratio 2 Operating Margin 3 Net Debt to EBITDA Ratio 4 Net Debt + Net Pension Deficit to EBITDA ratio 5 Net Interest Paid Cover 6 Acid Ratio 7 Net Asset value 8 Group Exposure Ratio

7. Board Confirmation

7.1 If this Contract has been specified as a Critical Service Contract in Paragraph 1 of Part B (Corporate Resolution Planning) of Schedule S6 (Business Continuity and Disaster Recovery) then, subject to Paragraph 7.4 of this Schedule, the Supplier shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Buyer in the form set out at Annex 3 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge of:

7.1.1 that a Financial Distress Event has occurred since the later of the Commencement Date or the previous Board Confirmation or is subsisting; or

7.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

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- 7.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.
- 7.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Commencement Date if earlier than the timescale for submission set out in Paragraph 7.1 of this Schedule.
- 7.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 7.1 to 7.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from an Authorised Financial Representative to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

ANNEX 1 – RATING AGENCIES

Rating Agencies:

- Dun and Bradstreet
- Company Watch

ANNEX 2 – CALCULATION METHODOLOGY FOR FINANCIAL INDICATORS

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 Terminology: The terms referred to in this Annex 2 are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 Treatment of non-underlying items: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 Turnover Ratio	Revenue should be shown on the face of the Income Statement in a standard set of financial statements. It should exclude the entity's share of the revenue of joint ventures or associates.
2 Operating Margin	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
3 Net Debt to EBITDA Ratio	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any</p>

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Financial Indicator	Specific Methodology
	<p>assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</p>
<p>4</p> <p>Net Debt + Net Pension Deficit to EBITDA ratio</p>	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Net Pension Deficit: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p>

Financial Indicator	Specific Methodology
	<p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
5 Net Interest Paid Cover	<p>"Earnings Before Interest and Tax" = Operating profit</p> <p>"Net Interest Paid" = Interest paid – Interest received</p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.</p>
6 Acid Ratio	<p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
7 Net Asset value	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p>
8 Group Exposure Ratio	<p>"Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</p> <p>"Gross Assets" = Fixed Assets + Current Assets</p> <p>Group Exposure: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Gross Assets: Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>

ANNEX 3 – BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at Paragraph 7 of Schedule 8 (Financial Distress) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Commencement Date or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

SCHEDULE 9 - SOFTWARE

**PART A – FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS
BACKGROUND IPRs**

**[insert Buyer
name and address]**

[Date]

Dear Sirs

LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the contract between us dated [insert date] in respect of [brief summary of subject of the contract] (the “Contract”). Capitalised expressions used in this letter have the same meanings as in the Contract.

In accordance with Clause 21.4.2 of the Contract we confirm that:

1. the Buyer is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “**Appendix**”) on the terms of the licences identified in the second column of the Appendix (the “**Licences**”); and
2. notwithstanding any provision to the contrary in the Licences, it is agreed that the Buyer may sublicense, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Clause 21.4.2 of the Contract.

Yours faithfully,

Signed:

On behalf of [name of the Supplier]

PART B - FORM OF CONFIDENTIALITY UNDERTAKING CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on **[date]**

BETWEEN:

- (1) **[insert name]** of **[insert address]** (the “Sub-licensee”); and
- (2) **[insert name]** of **[insert address]** (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) **[insert name of Buyer]** (the “Buyer”) and the Supplier are party to a contract dated **[insert date]** (the “Contract”) for the provision by the Supplier of **[insert brief description of services]** to the Buyer.
- (B) The Buyer wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Buyer pursuant to the Contract (the “Sub-licence”).
- (C) It is a requirement of the Contract that, before the Buyer grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Buyer to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and

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- (c) other Information provided by the Buyer pursuant to this Agreement to the Sub- licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub- licensee's attention or into the Sub- licensee's possession in connection with the Sub- licence; and
- (d) Information derived from any of the above,

but not including any Information that:
 - (a) was in the possession of the Sub- licensee without obligation of confidentiality prior to its disclosure by the Buyer;
 - (b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
 - (c) was independently developed without access to the Information;

“Information” means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence” has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
- 1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.6 references to Clauses are to clauses of this Agreement.

2. CONFIDENTIALITY OBLIGATIONS

- 2.1 In consideration of the Buyer entering into the Sub-licence, the Sub-licensee shall:
- 2.1.1 treat all Confidential Information as secret and confidential;
 - 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
 - 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
 - 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
 - 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
 - 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
 - 2.1.7 upon the expiry or termination of the Sub-licence:
 - (a) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (b) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (c) make no further use of any Confidential Information.

3. PERMITTED DISCLOSURES

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
- 3.1.1 reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - 3.1.2 have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:

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- 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
- 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4. GENERAL

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. NOTICES

5.1 Any notice to be given under this Agreement (each a “Notice”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Sub-licensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. GOVERNING LAW

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [name of Supplier]

Signature: _____ Date:

Name: _____ Position:

For and on behalf of [name of Sub-licensee]

Signature: _____ Date:

Name: _____ Position:

SCHEDULE 10 - EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Schedule 10, the following definitions shall apply:

"Exclusive Assets"	Assets used exclusively by the Supplier or a Key Sub-Contractor in the provision of the Services;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule 10;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule 10;
"Net Book Value"	the current net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Assets used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule 10;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following termination or expiry of this Contract, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule 10;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule 10;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other

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agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"

has the meaning given to it in Paragraph 8.2.1 of this Schedule 10;

"Transferring Contracts"

has the meaning given to it in Paragraph 8.2.3 of this Schedule 10.

2. SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT

2.1 The Supplier shall within 30 days from the Commencement 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 Assets (including description, condition, location and details of ownership, summary information relating to the use of the relevant Assets and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-Contracts and other relevant agreements (including relevant software and hardware licences, maintenance and support agreements, warranty support and equipment rental and lease agreements) required in connection with the Services; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures, interfaces, Buyer Devices and locations through which the Supplier provides the Services. This database should be of sufficient detail to permit the Buyer and/or Replacement Supplier(s) to reasonably understand how the Supplier provides the Services and to enable the smooth exit of the Services with the minimum of disruption; and

2.2.3 maintain an anonymised list of Supplier Personnel used in providing the Services, their role and level, the Services with which they are associated and whether or not they are dedicated to the provision of Services under this Contract (non-anonymised details of individuals may be required under other provisions of this Contract including, without limitation, Schedule S4 (Staff Transfer)), subject always to the Supplier complying with its obligations under the Data Protection Legislation;

(collectively the **"Registers"**). The Supplier shall maintain the Registers in such format as is agreed between the Parties and shall update the Registers from time to time and in particular shall do so promptly in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services during the Contract Period.

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

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- 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 Services (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 Sub-Contractor or provider of Services.
- 2.3.3 if requested by the Buyer, provide a copy of the Registers (or such parts as requested by the Buyer), updated by the Supplier up to the date specified by the Buyer as soon as reasonably practicable following the date specified.
- 2.4 Each Party shall appoint an Exit Manager within three (3) months of the Commencement 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 SERVICES

- 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 Sub-Contractors' 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 Services (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 Services; and not be disadvantaged in any procurement process compared to the Supplier.

4. EXIT PLAN

- 4.1 The Supplier shall, within three (3) months after the Commencement Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule 10 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 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:

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- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Service 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 termination or expiry of this Contract together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Services following the termination or expiry of this Contract;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Services and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;
 - 4.3.7 proposals for the identification and return of all Buyer Assets 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 Services 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 six (6) 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 Services (including all changes under the Change Control Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

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- 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 termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a notice to terminate this Contract. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services; and
 - 5.1.3 whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule 10 (Exit Management), which subject to Annex 1 may be chargeable by the Supplier.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. 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.
- 5.2A Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires calculated in accordance with Annex 1. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
- 5.3 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 10 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 Services (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 responsibility for and conduct of the Services 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 Services and the Termination Assistance at no detriment to the 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 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 Change Control 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 Services 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 Services 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;

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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 Services as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services 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 Services 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 Services; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or
- 8.1.3 terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive 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 Services 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

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determine which Transferable Assets and Transferable Contracts are required to provide the Services 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.
- 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 52 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 including the activities set out in Paragraph 1 of Annex 1.

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;

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.

11. EXIT PROCESS FOR TERMINATION OF PART

- 11.1 If the Buyer elects to terminate a part of this Contract in accordance with Clause 35.3 (Partial Termination, Suspension and Partial Suspension), the Buyer shall provide written notification (the “**Initial Cease Notice**”) to the Supplier that it intends to terminate such part. The Initial Cease Notice shall follow the structure of the Change Request (as defined in Schedule 5 (Change Control Procedure)) (wherever applicable) and shall include:

11.1.1 a description of the part of the Contract to be terminated;

11.1.2 the Termination Assistance, if required and known by the Buyer at this stage;

11.1.3 the forecast date(s) on which the part of the Contract is forecast to begin to cease and terminate completely;

11.1.4 the estimated impact on the Charges with reference to the Charges that will cease, and the estimated new monthly Charges;

11.1.5 the party or parties that will be carrying out the Replacement Services which for the avoidance of doubt may include the Buyer; and

11.1.6 any other relevant information that either Party deems necessary to be included in such notice,

provided always that the Initial Cease Notice shall be served by the Buyer to the Supplier at least three (3) months’ in advance of the start of the period in Paragraph 11.1.3.

- 11.2 As soon as is reasonably practicable following service of an Initial Cease Notice the Supplier may request a meeting or meetings (either in person or online) with the Buyer to discuss the contents of the Initial Cease Notice. The Parties shall use reasonable

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endeavours to hold any such meeting within five (5) Working Days of service of the Initial Cease Notice.

- 11.3 The Supplier shall, acting in good faith, complete and submit to the Buyer in writing, within twenty (20) Working Days (or such other period as may be agreed between the Parties) of receipt of an Initial Cease Notice from the Buyer, an assessment of the Initial Cease Notice (a “**Cease Impact Assessment**”) which shall contain:

- 11.3.1 details of the part of the Contract identified in the Initial Cease Notice;
- 11.3.2 details of Termination Assistance, if applicable;
- 11.3.3 recommendations on an appropriate timescale for the Termination Assistance Period which the Buyer may take into account or ignore at its sole discretion;
- 11.3.4 details of the impact of terminating the relevant part of the Contract on the remaining Services and the Supplier’s ability to meet its obligations under the remaining parts of the Contract;
- 11.3.5 details of the impact on any work in progress that may also be affected by the termination of the relevant part of the Contract;
- 11.3.6 particulars of any changes which would be required to the Exit Plan in order to terminate the relevant part of the Contract by the forecast date(s);
- 11.3.7 particulars of the other changes (if any) which would be required to the Contract and to be implemented using the Change Control Procedure, in order to terminate the relevant part of the Contract;
- 11.3.8 a detailed breakdown and such supporting evidence of the costs and resources reasonably required to successfully cease the part of the Contract by the forecast date(s);
- 11.3.9 the full cost and risk implications for the Buyer that would result from terminating the relevant part of the Contract; and
- 11.3.10 such other information as the Buyer may reasonably request in the Initial Cease Notice,

together, the “**Initial Cease Notice Information**”.

- 11.4 Within twenty (20) Working Days (or such other period as agreed by the Parties in writing) of receiving the Cease Impact Assessment, the Buyer shall evaluate the Cease Impact Assessment and the Initial Cease Notice Information and shall do one of the following:

- 11.4.1 approve the Cease Impact Assessment, in which case the Parties shall continue to work together with respect to the forecast date(s) to terminate the relevant part of the Contract, and any changes that may be required to the Contract or Exit Plan; or
- 11.4.2 in its absolute discretion reject the Cease Impact Assessment, in which case it shall notify the Supplier in writing of the rejection with reasons; or

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- 11.4.3 in the event that it reasonably believes that the Supplier has not complied with the requirements of Paragraph 11.3 or the Initial Cease Notice Information contains errors or omissions and/or further information is required to properly evaluate the Cease Impact Assessment, require the Supplier to make such modifications accordingly and/or supply the further information requested and resubmit the same to the Buyer within five (5) Working Days of the Buyer's request (or such other period as may be agreed by the Parties in writing); or
 - 11.4.4 approve the Cease Impact Assessment on a conditional basis if in the Buyer's opinion the Cease Impact Assessment contains errors or omissions and/or further information is required but that this should not delay proceeding with the termination of the part of the Contract. If the Cease Impact Assessment is approved on a conditional basis, the Buyer shall provide the Supplier with details of errors, omissions and/or further information required and the associated timescales, acting reasonably.
- 11.5 If the Buyer approves the Cease Impact Assessment pursuant to Paragraphs 11.4.1 or 11.4.4 above, then it shall inform the Supplier and unless it is agreed by both Parties that a detailed Exit Plan is not required for that part of the Contract, the Supplier shall prepare and submit to the Buyer within twenty (20) Working Days (or such other period as may be agreed between the Parties taking account of the nature and complexity of the requirements) of receipt of the Buyer's notice of approval, a detailed Exit Plan in relation to that part of the Contract which shall be terminated and reflecting all relevant details from the approved Cease Impact Assessment, including the following:
- 11.5.1 the Supplier's suggested approach to terminating the part of the Contract based on the Supplier's knowledge and expertise;
 - 11.5.2 indicative cost estimates, applicable to the part of the Contract;
 - 11.5.3 how the Services will transfer to the Replacement Supplier, including details of the processes, documentation, data migration and transfer, asset transfer, systems migration, software, security, third party contracts and licences and the segregation of the Buyer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 11.5.4 a timetable and critical issues for providing any Termination Assistance;
 - 11.5.5 any charges that would be payable for the provision of the Termination Assistance, together with an indicative estimate of such charges supported in each case by particulars of the estimate.
- 11.6 Once the Buyer has sufficient certainty in relation to the date that the relevant part of the Contract will cease, having regard to the likely dates that the Replacement Services will be ready, the Buyer shall promptly issue a written notice to the Supplier (the "**Detailed Cease Notice**"). The Detailed Cease Notice shall be in line with the approved Cease Impact Assessment and confirm:
- 11.6.1 the part of the Contract to be terminated;
 - 11.6.2 any Termination Assistance that the Buyer requires;

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- 11.6.3 the date(s) on which the part of the Contract will terminate;
- 11.6.4 the impact on the Charges with reference to the Charges that will cease from the date the part of the Contract terminates, and the new Charges in accordance with the principles set out in Part E (Early Termination Fee(s)) in Schedule 2 (Charges and Invoicing);
- 11.6.5 the party or parties that will be carrying out the Replacement Services; and
- 11.6.6 any relevant or associated information that the Buyer deems necessary to include in such a notice,

provided always that the Detailed Cease Notice shall be served by the Buyer to the Supplier at least one (1) calendar month in advance of the date of termination of the relevant part of the Contract.
- 11.7 The Supplier acknowledges that the Buyer is reliant upon the Replacement Services being ready and therefore for the avoidance of doubt the forecast date for the part of the Contract to terminate as provided for in the Initial Cease Notice may differ to the date set out in the Detailed Cease Notice.
- 11.8 Until such time as the Buyer issues a Detailed Cease Notice, the Supplier shall continue to provide the remaining Services to the end of the Contract Period in accordance with the Contract.
- 11.9 Without prejudice to any other rights and remedies of the Buyer howsoever arising, any Default by the Supplier in its performance of its obligations under this Paragraph 11 that has or is likely to have a material adverse effect on the Buyer's ability to operate the exit processes in this Paragraph 11 may be treated by the Buyer as a material Default for the purposes of Clause 35.1.1 (Termination on Material Default) save that the Buyer shall be required to request a Rectification Plan in accordance with Clause 35.1.1(e) prior to exercising its rights to terminate the Contract.
- 11.10 Any disputes arising out of this Schedule 10 (Exit Management) shall be dealt with in accordance with Schedule 4 (Dispute Resolution Procedure).
- 11.11 A diagram summarising the key steps and notices required in the streamlined exit process described in this Paragraph 11, is set out in Annex 2 below. The diagram is for illustration purposes only.

ANNEX 1

PRINCIPLES FOR DETERMINING CHARGES, COSTS AND EXPENSES IN RELATION TO EXIT AND TERMINATION SERVICES

1. Save for where stated otherwise in this Schedule 10 (Exit Management), the Supplier shall not be entitled to claim any additional charges, costs or expenses from the Buyer in respect of:
 - a. its obligations under Paragraphs 2, 3, 4, 7 and 8 of this Schedule;
 - b. providing information, documentation and reports which are to be maintained or readily available as part of the contractual obligations during the Contract Period which are, made available for exit related purposes under the terms of this Contract;
 - c. performing its obligations under this Contract relating to establishing and maintaining the Exit Plan;
 - d. providing information, documentation and reports for exit related purposes which can be produced without material incremental cost using information already held by the Supplier in the performance of this Contract;
 - e. exit related activities and support which can reasonably be provided using existing resources, including staff who are already providing the Services to perform such exit support and assistance without having a detrimental impact on the Services;
 - f. costs and expenses incurred by the Supplier as a result of its Defaults or delays in performing the exit and transfer Services save where such Defaults or delays are caused by the Buyer and/or the Replacement Supplier(s) and/or any third parties engaged by the Buyer;
 - g. providing reasonable escorted access to Supplier's Sites (subject to compliance with policies and procedures applicable at such premises and resources assigned to Services being available) for exit related purposes to the extent anticipated in the Exit Plan;
 - h. providing support or transfer to a Replacement Supplier for the Services or part thereof where the Supplier or any of its Affiliates will be the Replacement Supplier;
 - i. delivering one copy of the Buyer's data to the Buyer and/or the Replacement Supplier in a format which is based on Open Standards;
 - j. ceasing all non-critical Software changes (except where agreed with the Buyer in writing);
 - k. notifying the Sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - l. providing details of work volumes and staffing requirements over the period from the Commencement Date to the commencement of the Termination Services as described in Schedule S4 (Staff Transfers);

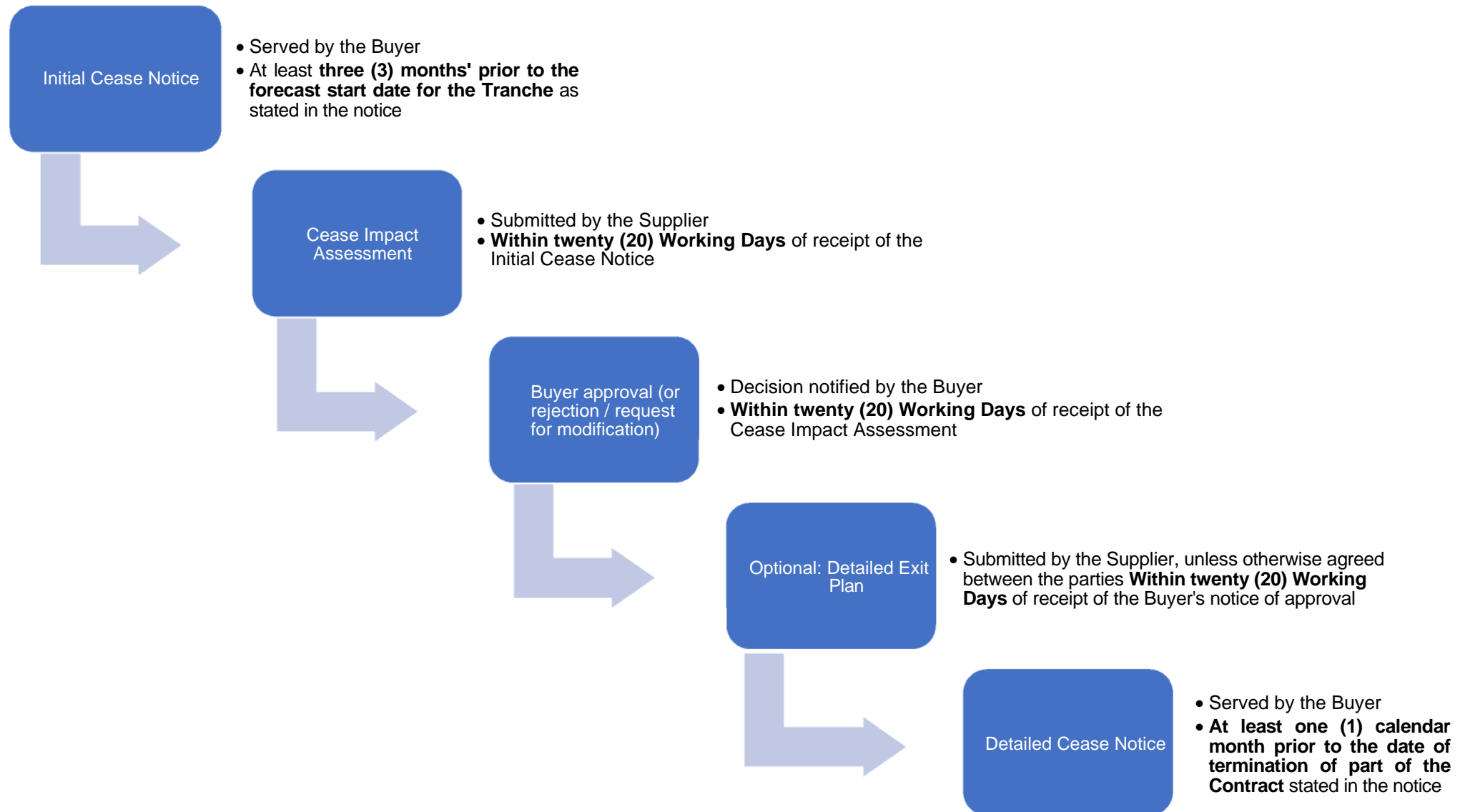
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- m. compliance with regulatory obligations for staff transfer following the final agreement of staff transfer scope for role transfer to the Replacement Supplier;
 - n. providing the Buyer with any problem logs pertaining to transferring services which have not previously been provided to the Buyer;
 - o. reviewing all Software libraries used in connection with the transferring services and providing details of these to the Buyer and/or the Replacement Supplier;
 - p. delivering to the Buyer the existing systems support profiles, monitoring or systems logs (if required and where available), problem tracking/resolution documentation and status reports in respect of transferring Services;
 - q. agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan; or
 - r. providing a list of work in progress which includes as a minimum a description of each item of work in progress, documenting the current status.
2. The Supplier shall use all reasonable endeavours to mitigate any costs and expenses incurred in relation to exit and/or the performance of the exit and transfer of the Services including, where possible, allocating existing resources in accordance with Paragraph 1(e) of this Annex 1.
3. Where the Buyer has agreed that Termination Services shall be chargeable during the Termination Assistance Period pursuant to this Schedule 10 (Exit Management), such Termination Services provided by the Supplier shall be chargeable as Time and Material Charges calculated in accordance with Paragraph 6 of Part A of Schedule 2 (Charges and Invoicing).
4. The Buyer shall be responsible for performing its obligations and ensuring that the Replacement Supplier(s) perform their obligations as and to the extent required for the planning and performance of the exit and transfer of the Services to the Replacement Supplier(s).

ANNEX 2

DIAGRAM OF EXIT PROCESS

Note: the diagram below has been included for illustration purposes only to summarise and illustrate the exit process as set out in paragraph 11 of this Schedule 10. In the event of any conflict or discrepancy between the diagram and paragraph 11, paragraph 11 shall take precedence.



ANNEX 3
GUIDANCE FOR EXIT PLAN

Guidance for Supplier Contract Exit Plan

11th October 2022, v0.3

Purpose

This document provides a template (structure and headings) and guidance notes (level of detail and relationship to other sections) for the completion of the Exit Plan.

Assumption

The Exit Plan should be completed as a response to each transition plan provided by the Buyer and/or Replacement Supplier(s). In the absence of a transition plan the Exit Plan should be completed based on the assumption that all Services will be transitioned as a single project, as quickly as possible, with the Supplier choosing the optimal service transition sequencing, highlighting service dependencies within the Exit Plan.

Example Table of Contents

1.0 Contents [This template is the Table of Contents]

2.0 Glossary of Terms [Includes both abbreviations and capitalised terms with their meaning]

3.0 Executive Summary [maximum 5 pages]

3.1 Objectives [The detailed Exit Plan for all Services within the Contract]

3.2 Milestone Exit Plan Summary [Based on response to Section 9 below]

3.3 Exit Charges Summary [Based on response to Section 10 below]

4.0 Contract Life Obligations [Links to the Registers content as per Schedule 10]

5.0 Exit Team Roles [Includes roles/named individuals within the Supplier to support the Exit activities and governance model in Schedule 10 (Exit Management)]

5.1 Supplier Management Structure

5.2 Supplier Roles & Responsibilities

6.0 Scope [The Supplier needs to define scope – this would include services provided as part of the original contract and changes made under change control (new, retired and revised scope items) through the contract life. Include any specific out-of-scope areas]

7.0 Exit Activities by Service

[Describes activities to be completed by each party (Supplier, Buyer and Replacement Suppliers) and the lead responsible party. To include:

- any inter-dependencies between the Services.
- any pre-requisites to exit one or more Services.
- the approach to the closedown of Services.

- Security Classification (Official) Contract for the provision of EUC Platform and Legacy Services
- the Supplier's obligation to provide the Deliverables and required for their continued use;
- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- programme management activities including the transfer of ongoing and planned inflight projects]

documentation relating to the use and operation of the Deliverables and required for their continued use;

- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- programme management activities including the transfer of ongoing and planned inflight projects]

9.0 Exit Milestone Plan [Will include milestones, dependencies and timelines for the exit of all Services. To include Gannt chart providing an overview of the major milestones and activities by delivery/service area that would take place over the course of the contract exit.]

10.0 Exit Charges [Cost estimates for the exit of Services against the provided timeline. Includes stranded costs, estimated cost of Termination Services and any applicable reduction in charges as Services exit]

11.0 Buyer Responsibilities [Any Buyer responsibilities that the Supplier identifies to support the delivery of this Exit Plan. i.e. those identified by the Supplier over and above those already specified in the contract]

12.0 Risk and Issues [Description of the current risks & issues related to contract exit using standard risk and issue registers. The risk register to include Event, Cause & Effect descriptions, Mitigation, Proximity, Likelihood Score, Impact Score, Owner, Overall Risk Score. For example, any risks or issues with completing exit based on the Transition Plan provided by the Buyer, if one is available]

13.0 Impact of Partial Exit [Description of how the Exit Plan would be impacted by a request by the Buyer for the Supplier to exit a subset of the services provided under this Contract]

FRAMEWORK SCHEDULE 4 – ANNEX 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5

ALTERNATIVE CLAUSES

Scots Law – Not used
Northern Ireland Law – Not used
Joint Controller Clauses – Not used

ADDITIONAL CLAUSES AND SCHEDULES

SCHEDULES

S1	Implementation Plan
S2	Testing Procedures
S3	Security Requirements (either Part A or Part B)
S4	Staff Transfer
S5	Benchmarking
S6	Business Continuity and Disaster Recovery
S7	Continuous Improvement
S8	Guarantee
S9	MOD Terms – Not used
S10	Service Requests and Projects
S11	Service Recipients
S12	Corporate Social Responsibility
S13	Buyer Responsibilities

CLAUSES

C1	Relevant Convictions – Not used
C2	Security Measures – Not used
C3	Collaboration Agreement – Not used

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 56. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

ADDITIONAL CLAUSES AND SCHEDULES – SCHEDULES

S1 IMPLEMENTATION PLAN

1. INTRODUCTION

1.1 This Schedule S1 (Implementation Plan):

1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and

1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2. OUTLINE IMPLEMENTATION PLAN

2.1 The Outline Implementation Plan is set out in Annex 1 (Outline Implementation Plan) of this Schedule S1 (Implementation Plan).

2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within twenty (20) Working Days of the Commencement Date.

3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;

3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

(a) the completion of each design document;

(b) the completion of the build phase;

(c) the completion of any Testing to be undertaken in accordance with Schedule S2 (Testing Procedures); and

(d) training and roll-out activities;

3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in the next 210 days (or such other period agreed between the Parties), together with a high level plan for the rest of the programme;

3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;

- 3.2.5 is produced using a software tool as specified, or agreed by the Buyer; and
 - 3.2.6 incorporates the implementation requirements set out in the Services Specification.
 - 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Buyer in accordance with Paragraph 3.1, the Buyer shall have the right:
 - 3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:
 - (e) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
 - (f) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
 - (g) any other work in progress in relation to the Detailed Implementation Plan; and
 - 3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.
 - 3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Buyer shall:
 - 3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
 - 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.
 - 3.5 If the Buyer rejects the draft Detailed Implementation Plan:
 - 3.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
 - 3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
 - 3.6 If the Buyer approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.
- 4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN**
- 4.1 Following the approval of the Detailed Implementation Plan by the Buyer:
 - 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every three (3) months starting three (3) months from the Commencement Date;

- 4.1.2 without prejudice to Paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
 - 4.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and
 - 4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Transition Board (as defined in Part B of Schedule 7 (Governance)). In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting.
- 4.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:
- 4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and
 - 4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).
- 4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.

5. GOVERNMENT REVIEWS

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

6. DOCUMENT APPROVAL PROCEDURE

- 6.1 This Document Approval Procedure shall apply to the review and Approval of any Documentary Deliverable that the Supplier is required to provide under the Implementation Plan (and any Project Plan if required).
- 6.2 The Supplier shall ensure that all Documentary Deliverables are identified in the Implementation Plan and the relevant Project Work Order, or other relevant work-scoping document, including the timing of their delivery and review.
- 6.3 Where a third party, such as any Other Supplier, would reasonably be considered to have an interest in or a valid contribution to make towards a Documentary Deliverable, the Supplier shall ensure that such third party is consulted regarding its drafting.

- 6.4 The Document Approval Procedure commences with the agreement by the Parties of the Product Description for the Documentary Deliverable, which sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

Development of Product Descriptions for Documentary Deliverables

- 6.5 Other than where the Product Description is already in existence under this Contract, where a Documentary Deliverable is subject to the Document Approval Procedure pursuant to Paragraph 6.1, the Supplier shall develop a draft Product Description materially in the format specified at Annex 2 to this Schedule S1 and/or in accordance with any applicable, more specific template Product Description under this Contract and shall make the draft Product Description available to the Buyer for review.
- 6.6 The Supplier shall ensure that the Product Description is in a form approved by the Buyer by any date specified in this Contract for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities.
- 6.7 The Buyer shall review the draft Product Description in order to determine whether:
- 6.7.1 it is in the format specified at Annex 2 to this Schedule S1; and
- 6.7.2 the Buyer believes that the Quality Criteria contained within the Product Description reflect the objective of the Documentary Deliverable and any requirements of this Contract that relate to the Documentary Deliverable.
- 6.8 The Buyer shall undertake this review of the draft Product Description, and shall notify the Supplier of the outcome of the review, within ten (10) Working Days of the Buyer receiving the draft Product Description, or within such other period as may be agreed between the Parties.
- 6.9 Where the draft Product Description meets the criteria set out in Paragraph 6.7, the Buyer shall notify its agreement of the Product Description in writing to the Supplier.
- 6.10 Where the draft Product Description does not meet such criteria, the Buyer shall notify the Supplier, specifying the reasons why the draft has not been agreed.
- 6.11 If Paragraph 6.10 applies, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and, subject to Paragraph 6.6, shall issue to the Buyer within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.
- 6.12 For each Documentary Deliverable review, both Parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.
- 6.13 The Buyer may involve third parties in the review. In this event, the Buyer may share draft Documentary Deliverables with such third parties, and may invite them to participate in review meetings.
- 6.14 Other than to the extent already reflected in this Contract or agreed by the Parties, the Supplier shall propose for Approval by the Buyer a Document Review Plan (which may be included in the Product Description), which will be consistent with the overall agreed timescale for development and Approval of the Documentary Deliverable.

- 6.15 The Document Review Plan will record the following dates:
- 6.15.1 the First Draft Delivery Date;
 - 6.15.2 the date by which the Buyer will notify the Supplier of the outcome of its review of the first draft and provide any review comments;
 - 6.15.3 the date by which the Buyer and the Supplier will meet to review the comments;
 - 6.15.4 the date by which the Supplier shall submit a revised draft Documentary Deliverable;
 - 6.15.5 the date by which the Buyer shall check the revised draft; and
 - 6.15.6 the Planned Approval Date.
- 6.16 If the Supplier does not propose a Document Review Plan (or propose one acceptable to the Buyer) in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Buyer may specify the Document Review Plan.
- 6.17 The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 6.18 The Supplier shall produce and issue by the First Draft Delivery Date a complete draft Documentary Deliverable for review by the Buyer, in accordance with the Document Review Plan.
- 6.19 The Supplier shall not submit a draft Documentary Deliverable for review by the Buyer without first verifying that the draft Documentary Deliverable:
- 6.19.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
 - 6.19.2 is clearly written, in language that those parties who will need to refer to the document can understand;
 - 6.19.3 is complete, with an appropriate level of detail and any relevant cross-references; and
 - 6.19.4 has no obvious errors of spelling, grammar, numbering or order, duplications or omissions.
- 6.20 The Buyer shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not, and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 6.21 Where the Buyer review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Buyer shall notify the Supplier of Approval Success in accordance with Paragraph 6.26.
- 6.22 Where the Buyer rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Buyer's requirements, the Buyer shall specify its reasons for

rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:

- 6.22.1 the Parties shall meet to discuss the Buyer's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve Approval;
 - 6.22.2 the Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Buyer in accordance with the Document Review Plan; and
 - 6.22.3 the Buyer shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not, and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 6.23 Where the Buyer rejects the revised draft Documentary Deliverable, the Buyer shall notify the Supplier of the reasons for its rejection of the draft. In this event, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.
- 6.24 The Supplier shall inform the Buyer of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Supplier.
- 6.25 The Document Review Plan may only be changed with the Buyer's prior written consent.

Approval Success

- 6.26 If all applicable Quality Criteria are met in accordance with the Document Approval Procedure and the applicable Document Review Plan, the Buyer shall notify the Supplier of Approval Success as follows:
- 6.26.1 the Document Approval Procedure shall be recorded as successful where at the end of the review all the relevant Quality Criteria for the review are met and the Buyer has notified the Supplier in writing by means of an Approval Certificate ("**Approval Success**").

Approval Failure

- 6.27 If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Document Approval Procedure, the Buyer shall notify the Supplier of Approval Failure and the following shall apply:
- 6.27.1 the Document Approval Procedure shall record an approval failure where at the end of the review any of the relevant Quality Criteria for a review are not met ("**Approval Failure**"). The Buyer may notify the Supplier of the reasons for such Approval Failure;
 - 6.27.2 where there is an Approval Failure pursuant to Paragraph 6.27.1, the Buyer may fix revised dates in the Document Review Plan and the Supplier shall correct the errors which caused the Approval Failure and the Document Approval Procedure shall be re-performed according to such revised dates;

(Official)

Contract for the provision of EUC Platform and

Legacy Services

- 6.27.3 if an Approval Failure (or any proposed extension to the Document Review Plan following such Approval Failure) results in or is likely to result in the failure by the Supplier to Achieve a Milestone, then without prejudice to the Buyer's other rights and remedies under this Contract, Clause 7 (Implementation) shall apply as appropriate; and
- 6.27.4 each Party shall bear its own costs in respect of the Document Approval Procedure.

ANNEX 1: OUTLINE IMPLEMENTATION PLAN

#	Milestone	Activity	Deliverables	Test Success Criteria [To be updated with Test Success Criteria agreed with the Supplier]	Activity Target Date	Milestone Date
M1	Initiate and mobilise	Mobilisation commences	<ul style="list-style-type: none"> The Supplier shall mobilise Implementation project resources for the transition of Preceding Services. 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	11/08/2025	11/08/2025
		Identify transferring people and contracts	<ul style="list-style-type: none"> Baselined 3rd party contract report Create in scope people list 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	11/08/2025	
		Define operating models	<ul style="list-style-type: none"> Agree resource capacity plans and people transfer plans Define training plans Initiate tooling project 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	11/08/2025	
		Develop high level service and technical design	<ul style="list-style-type: none"> Develop and agree high level service and technical designs 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	11/08/2025	

		Mobilisation complete	<p>All Deliverables listed above plus:</p> <p>The Supplier will have mobilised the resources necessary to deliver the transition of the Preceding Services, and will have developed the following artefacts:</p> <ul style="list-style-type: none"> • High level technical and service design artefacts • A report on the discovery and analysis relating to the Preceding Services • Approach to training, knowledge transfer and management • Technical transition plan • People transition plan • Knowledge transfer approach • In-flight project report • Communication plan • Risk and issues management plan • Security Management Plan 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	11/08/2025	
M2	Detailed transition design and delivery	Develop detailed design documents	<ul style="list-style-type: none"> • The Supplier reviews and uplifts or develops detailed service and technical designs for each service of the Preceding Services that will be transitioned 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	15/09/2025	15/09/2025
		Detailed design documents available	<ul style="list-style-type: none"> • The Supplier has developed detailed service and technical designs for each service of the Preceding Services that will be transitioned. 	The Deliverables have been Approved by the Buyer in accordance with	15/09/2025	

			<ul style="list-style-type: none"> • Service Device Register agreed. 	paragraph 6 (Document Approval Procedure).		
		Develop testing collateral	<ul style="list-style-type: none"> • Test Plan and Test scripts / cases developed for testing carried out under 'implement and test' activity 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	15/09/2025	
M3-a	Technical Infrastructure Services assurance	Mobilise Supplier resources	<ul style="list-style-type: none"> • Recruitment of resources required to deliver the Technical Infrastructure Services complete • Training plan and material developed, and training of Supplier resources complete to manage the Preceding Service 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	24/11/2025	24/11/2025
		Transfer of resources/knowledge	<ul style="list-style-type: none"> • Knowledge transfer output in a structured repository • Legal processes and documentation associated with people transfer are being delivered 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	24/11/2025	
		Implement and test	<p>All Deliverables listed above plus:</p> <ul style="list-style-type: none"> • Access to services in place • Service management and wider toolsets in place • Services are implemented and new technologies, processes, policies and procedures are tested 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	24/11/2025	

M4-a	Cutover readiness and preparation for Technical Infrastructure services	Define cutover readiness checklists	<ul style="list-style-type: none"> • Team readiness checklist (knowledge transfer, access, team connectivity, training) • Support infrastructure readiness checklist (data connectivity, tooling, integration, secure access, Security Approval to Operate) • Delivery readiness checklist (go/no-go criteria, accountabilities, reporting, routine tasks, early life support processes) • Management readiness checklists (cutover control, contracts, escalation, communications) • Contingency plans prepared 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	01/12/2025
		Execute cutover readiness checklist	<ul style="list-style-type: none"> • Satisfy cutover checklists and ensure successful cutover • Assessment of cutover checklists in order to begin cutover plans 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	
		Assess cutover readiness Criteria and evidence	<p>All Deliverables listed above plus:</p> <p>The Supplier will have produced and agreed with the Buyer the following documents:</p> <ul style="list-style-type: none"> • Cutover Plan • Service management plan • Transition readiness report • Documentation / evidence required for the service readiness review process is in place 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	

M5-a	Technical Infrastructure Services Commencement Date (Cutover to service commencement and Early Life Support for Technical Infrastructure Services)	Complete third-party contract novations for any third-party contracts that have been identified as requiring novation	<ul style="list-style-type: none"> • Commercial documentation associated with third party novations complete • Knowledge transfer complete 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)	08/12/2025	08/12/2025
		Execute service transfer and cutover plans	All Deliverables listed above plus: <ul style="list-style-type: none"> • Early Life Support initiated • Testing completion report(s) • Defect log report(s) • Documentation associated with any Staff Transfer to date • Implementation closure report 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures). The Documentary Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)	08/12/2025	
M6-a	Handover to BAU for Technical Infrastructure Services	Handover to BAU	<ul style="list-style-type: none"> • Document and handover any remediation activities 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	09/01/2026	09/01/2026
		BAU service entered	The Supplier will have produced and agreed with the Buyer the following documents: <ul style="list-style-type: none"> • Documentation with the formal acceptance of services as being sufficiently stable to meet BAU criteria 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures).	09/01/2026	

			<ul style="list-style-type: none"> • Post-Operational Services Commencement report(s) (provided within timescales set out in the Services Specification) • Final post-Operational Services Commencement report (provided within timescales set out in the Services Specification) • Defect log report • Implementation closure report 	The Documentary Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)		
		Exit complete	All Deliverables listed above plus: <ul style="list-style-type: none"> • Exit from the provider of the Preceding Services is complete for those services that have transitioned to the Supplier. 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	09/01/2026	
M3-b	IDAM Services assurance	Mobilise Supplier resources	<ul style="list-style-type: none"> • Recruitment of resources required to deliver the IDAM Services complete • Training plan and material developed, and training of Supplier resources complete to manage the Preceding Service 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	24/11/2025	24/11/2025
		Transfer of resources/knowledge	<ul style="list-style-type: none"> • Knowledge transfer output in a structured repository • Legal processes and documentation associated with people transfer are being delivered 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	24/11/2025	
		Implement and test	All Deliverables listed above plus: <ul style="list-style-type: none"> • Access to services in place 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	24/11/2025	

			<ul style="list-style-type: none"> • Service management and wider toolsets in place • Services are implemented and new technologies, processes, policies and procedures are tested 			
M4-b	Cutover readiness and preparation for IDAM Services	Define cutover readiness checklists	<ul style="list-style-type: none"> • Team readiness checklist (knowledge transfer, access, team connectivity, training) • Support infrastructure readiness checklist (data connectivity, tooling, integration, secure access, Security Approval to Operate) • Delivery readiness checklist (go/no-go criteria, accountabilities, reporting, routine tasks, early life support processes) • Management readiness checklists (cutover control, contracts, escalation, communications) • Contingency plans prepared 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	01/12/2025
		Execute cutover readiness checklist	<ul style="list-style-type: none"> • Satisfy cutover checklists and ensure successful cutover • Assessment of cutover checklists in order to begin cutover plans 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	
		Assess cutover readiness criteria and evidence	<p>All Deliverables listed above plus:</p> <p>The Supplier will have produced and agreed with the Buyer the following documents:</p> <ul style="list-style-type: none"> • Cutover Plan • Service management plan 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	01/12/2025	

			<ul style="list-style-type: none"> • Transition readiness report • Documentation / evidence required for the service readiness review process is in place 			
M5-b	IDAM Services Commencement Date (Cutover to service commencement and Early Life Support for IDAM Services)	Complete third-party contract novations for any third-party contracts that have been identified as requiring novation	<ul style="list-style-type: none"> • Commercial documentation associated with third party novations complete • Knowledge transfer complete 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)	08/12/2025	08/12/2025
		Execute service transfer and cutover plans	All Deliverables listed above plus: <ul style="list-style-type: none"> • Early life support initiated • Testing completion report(s) • Defect log report(s) • Documentation associated with any Staff Transfer to date • Implementation closure report 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures). The Documentary Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)	08/12/2025	
M6-b	Handover to BAU for IDAM Services	Handover to BAU	<ul style="list-style-type: none"> • Document and handover any remediation activities • Hypercare support frameworks established if necessary 	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	09/01/2026	09/01/2026

		BAU service entered	<p>The Supplier will have produced and agreed with the Buyer the following documents:</p> <ul style="list-style-type: none"> • Documentation with the formal acceptance of services as being sufficiently stable to meet BAU criteria • Post-Operational Services Commencement report(s) (provided within timescales set out in the Services Specification) • Final post-Operational Services Commencement report (provided within timescales set out in the Services Specification) • Defect log report • Implementation closure report 	<p>The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures).</p> <p>The Documentary Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure)</p>	09/01/2026	
		Exit complete	<p>All Deliverables listed above plus:</p> <p>Exit from the provider of the Preceding Services is complete for those services that have transitioned to the Supplier.</p>	The Test Success Criteria developed in accordance with Schedule S2 (Testing Procedures)	09/01/2026	
M7	Full service commencement	All services handed over to BAU	<p>All Deliverables listed above plus:</p> <ul style="list-style-type: none"> • Service Documentation used to support the services • Summary of scope of service (locations, business units, users, service volumes) 	The Deliverables have been Approved by the Buyer in accordance with paragraph 6 (Document Approval Procedure).	16/01/2026	16/01/2026

ANNEX 2: FORMAT FOR PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES

PRODUCT REFERENCE	
Title of Deliverable	
Purpose of Deliverable	
Project or Programme	
Scope of Deliverable	
Format & Presentation of Deliverable	
Composition of Deliverable	
Derivation of Deliverable	
Allocated to	
Quality Criteria for Deliverable	
Quality Method	
People or skills required	
First Draft Delivery Date for Deliverable	
Planned Successful Approval Date for Deliverable	

S2 TESTING PROCEDURES

1. DEFINITIONS

In this Schedule S2 (Testing Procedures), the following definitions shall apply:

“Component”	any constituent parts of the infrastructure for a Service, hardware or Software;
“Material Test Issue”	a Test Issue of Severity Level 1 or Severity Level 2;
“Severity Level”	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
“Test Certificate”	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable has satisfied its relevant Test Success Criteria;
“Test Issue”	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
“Test Issue Threshold”	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
“Test Issue Management Log”	a log for the recording of Test Issues as described further in Paragraph 9.1;
“Test Plan”	a plan: (a) for the Testing of Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 5;
“Test Reports”	the reports to be produced by the Supplier setting out the results of Tests;
“Test Specification”	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7;
“Test Strategy”	a strategy for the conduct of Testing as described further in Paragraph 4;
“Test Success Criteria”	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6;
“Test Witness”	any person appointed by the Buyer pursuant to Paragraph 10.1; and

“Testing Procedures” the applicable testing procedures and Test Success Criteria set out in this Schedule S2 (Testing Procedures).

2. RISK

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

2.1.1 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

2.1.2 affect the Buyer's right subsequently to reject:

(a) all or any element of the Deliverables to which a Test Certificate relates; or

(b) any Milestone to which the Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

2.2.1 the Services are implemented in accordance with this Contract; and

2.2.2 each Service Level is met in accordance with this Contract.

3. TESTING OVERVIEW

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

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

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

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

3.3 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.

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

3.5 Any Disputes between the Buyer and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

4. TEST STRATEGY

- 4.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in writing) after the Commencement Date (or the start date of the Project if applicable).
- 4.2 The final Test Strategy shall include:
- 4.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan (or Project Implementation Plan if applicable);
 - 4.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.2.3 the method for mapping the expected Test results to the Test Success Criteria;
 - 4.2.4 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
 - 4.2.5 the procedure to be followed to sign off each Test;
 - 4.2.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
 - 4.2.7 the names and contact details of the Buyer's and the Supplier's Test representatives;
 - 4.2.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Buyer and/or third party involvement in the conduct of the Tests;
 - 4.2.9 the technical environments required to support the Tests; and
 - 4.2.10 the procedure for managing the configuration of the Test environments.

5. TEST PLANS

- 5.1 Each Test Plan shall include as a minimum:
- 5.1.1 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 (based on the Test Success Criteria set out in the Implementation Plan where appropriate) to be satisfied;
 - 5.1.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the timetable for the Tests, including start and end dates;
 - (b) the Testing mechanism;

- (c) dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
- (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (e) the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;
- (f) the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
- (g) the Test Schedule;
- (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

5.2 The Buyer shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Buyer in the Test Plans.

6. TEST SUCCESS CRITERIA

The Test Success Criteria for each Test that must be Achieved for the Supplier to Achieve a Milestone shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 5.

7. TEST SPECIFICATION

7.1 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 ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan or applicable Project Work Order).

7.2 Each Test Specification shall include as a minimum:

- 7.2.1 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;
- 7.2.2 a plan to make the resources available for Testing;
- 7.2.3 Test scripts;
- 7.2.4 Test pre-requisites and the mechanism for measuring them; and
- 7.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

8. TESTING

- 8.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 8.2 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 10.
- 8.3 The Supplier shall notify the Buyer at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests, except where the Buyer has specified in writing that such attendance is not necessary.
- 8.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 8.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 8.5.1 a draft Test Report not less than two (2) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
 - 8.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 8.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
 - 8.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 8.6.5 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 9.1; and
 - 8.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9. TEST ISSUES

- 9.1 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.

- 9.2 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.
- 9.3 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 (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

10. TEST WITNESSING

- 10.1 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.
- 10.2 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.
- 10.3 The Test Witnesses:
- 10.3.1 shall actively review the Test documentation;
 - 10.3.2 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;
 - 10.3.3 shall not be involved in the execution of any Test;
 - 10.3.4 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;
 - 10.3.5 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;
 - 10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 10.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. TEST QUALITY AUDIT

- 11.1 Without prejudice to its rights pursuant to Clause 29.2 (Records and Audit), 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.
- 11.2 The focus of the Testing Quality Audits shall be on:
- 11.2.1 adherence to an agreed methodology;

- 11.2.2 adherence to the agreed Testing process;
 - 11.2.3 adherence to the Quality Plan;
 - 11.2.4 review of status and key development issues; and
 - 11.2.5 identification of key risk areas.
- 11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 11.4 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Buyer will materially and adversely impact the Implementation Plan or Project (as applicable).
- 11.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule S2, the Buyer witnessing Tests and demonstrations of the Deliverables to the Buyer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Buyer on a case by case basis (such agreement not to be unreasonably withheld or delayed). 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.
- 11.6 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall:
- 11.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
 - 11.6.2 subsequently 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.
- 11.7 In the event of an inadequate response to the Buyer's report from the Supplier, the Buyer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.
- 12. OUTCOME OF TESTING**
- 12.1 The Buyer shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 12.2.1 the Buyer may issue a Test Certificate conditional upon the remediation of the Test Issues;

- 12.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, 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
- 12.2.3 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.
- 12.3 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.
- 13. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**
 - 13.1 The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 13.1.1 the issuing by the Buyer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 13.1.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan or Project Work Order (as applicable) as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
 - 13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing).
 - 13.3 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out:
 - 13.3.1 the applicable Test Issues ; and
 - 13.3.2 any other reasons for the relevant Milestone not being Achieved.
 - 13.4 If there are Test Issues but these do not exceed the Test Issue Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Milestone Achievement Certificate.
 - 13.5 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
 - 13.6 If there are Test Issues which exceed the Test Issue 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 Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

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- 13.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 13.3); and
- 13.6.2 where the Buyer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

Severity Level 1 Test Issue: a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;

Severity Level 2 Test Issue: a Test Issue for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

- (a) causes a Component to become unusable;
- (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- (c) has an adverse impact on any other Component(s) or any other area of the Services;

Severity Level 3 Test Issue: a Test Issue which:

- (a) causes a Component to become unusable;
- (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- (c) has an impact on any other Component(s) or any other area of the Services;

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

Severity Level 4 Test Issue: a Test Issue 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 **Services**; and

Severity Level 5 Test Issue: a Test Issue 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 Services

ANNEX 2: TEST CERTIFICATE

To: Atos IT Services UK Ltd

FROM: The Secretary of State for Justice acting as part of the Crown

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: **[insert description of Deliverables]**

We refer to the contract (the **“Contract”**) relating to the provision of the Services between the Secretary of State for Justice acting as part of the Crown (the **“Buyer”**) and Atos IT Services UK Ltd (the **“Supplier”**) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Paragraph 12.1 of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Justice acting as part of the Crown

ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE

To: Atos IT Services UK Ltd

FROM: The Secretary of State for Justice acting as part of the Crown

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: [insert description of Milestone] [in Project Work Order [number]]

We refer to the contract (the “Contract”) relating to the provision of the Services between the Secretary of State for Justice acting as part of the Crown (the “Buyer”) and Atos IT Services UK Ltd (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that all the Deliverables relating to Milestone [number] [in Project Work Order [number]] have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 13.1 of Schedule S2 (Testing Procedures) of the Contract 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 the provisions of Schedule 2 (Charges and Invoicing)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Justice acting as part of the Crown.

S3 SECURITY REQUIREMENTS

PART A – SHORT FORM SECURITY REQUIREMENTS – Not Used

PART B – LONG FORM SECURITY REQUIREMENTS

1. DEFINITIONS

1.1 In this Part B of Schedule S3 (Security Requirements), the following definitions shall apply:

“Baseline Security Requirements”	the baseline security requirements set out in Annex 1 of this Part B Schedule S3 (Security Requirements);
“Information Assurance Assessment”	means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update 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 as part of the Security Management Plan
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Part B Schedule S3 (Security Requirements);
“Risk Mitigation Evidence Artefacts”	means Documentation that is evidence of risk mitigations (e.g. screenshots, log files);
“Security Case Compliance Statements”	means the Supplier's written statement to the Buyer, confirming the Supplier's compliance with any security case issued by the Buyer in accordance with the Buyer's security management policies, processes, procedures, guidelines, or standards;
“Security Management Plan”	the Supplier's security management plan prepared pursuant to this Part B Schedule S3 (Security Requirements), a draft of which has been provided by the Supplier to the Buyer and is set out in the Order Form and as updated from time to time;
“Security Tests”	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security; and
“Statement of Risk Appetite”	a statement on the acceptable level of security risk the Buyer is willing to accept, clarifying the overall risk tolerance and strategic approach to managing information security risks.

2. SECURITY REQUIREMENTS

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for security.
- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Buyer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Buyer Data remains under the effective control of the Supplier at all times.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.
- 2.8 In place of accreditation, the Buyer operates an integrated through-life security assurance process, that is equitable to the former accreditation process, i.e., the Services being implemented must be fully risk assessed from technical and non-technical perspectives and adhere to Buyer security policies; this will include necessary technical testing and approvals. Any solution provided to the Buyer will require to be assured in line with the NCSC Cyber Assessment Framework (CAF) (<https://www.ncsc.gov.uk/collection/caf/caf-principles-and-guidance>).
- 2.9 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Buyer Data and, consequently on the security of:
 - 2.9.1 the Sites;
 - 2.9.2 the IT Environment;
 - 2.9.3 the Information Management System; and
 - 2.9.4 the Services.
- 2.10 Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier implements to ensure the security of the Buyer Data and the Information Security Management System, the Supplier shall be, and shall remain, responsible for:

- 2.10.1 the security, confidentiality, integrity and availability of the Buyer Data whilst that Buyer Data is under the control of the Supplier or any of its Sub-Contractors; and
 - 2.10.2 the security of the Information Management System.
 - 2.11 The Supplier shall comply with:
 - 2.11.1 the Baseline Security Requirements;
 - 2.11.2 the security requirements set out in the Services Specification; and
 - 2.11.3 the Buyer's Security Policy.
 - 2.12 The Supplier shall provide the Buyer with access to Supplier Personnel responsible for information assurance to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule S3 (Security Requirements) at reasonable times on reasonable notice.
- 3. INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**
- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Commencement Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.7.
 - 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
 - 3.3 The Parties acknowledge that the Buyer requires a bespoke ISMS and that the Supplier shall be required to present the ISMS for the Buyer's approval. The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Commencement Date, an information security management system for the purposes of this Contract.
 - 3.4 The ISMS shall:
 - 3.4.1 be developed to protect all aspects of the Services and all processes associated with the provision of the 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 Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 3.4.2 meet the relevant certification standards in accordance with Paragraph 3A of Annex 1 of this Schedule S3;
 - 3.4.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;

- (d) complies with the Security Policy;
 - (e) not used;
 - (f) not used;
 - (g) not used;
 - (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies;
 - (j) not used;
 - (k) complies with all relevant NCSC guidance;
 - (l) complies with HMG GovAssure (<https://www.security.gov.uk/guidance/govassure/>); and
 - (m) complies the security requirements set out in the Services Specification;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2, the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3 is approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the ISMS is

not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

3A INFORMATION MANAGEMENT SYSTEM (IMS)

- 3A.1 The Information Management System comprises the Core Information Management System and the Wider Information Management System.

3A.1.1 The Core Information Management System means those Devices, Supplier Equipment, information assets, IT systems and/or Sites which will be used by the Supplier and/or its Sub-Contractors to process Buyer Data, that relate to confidentiality, integrity of Buyer Data and services, and provide availability for the primary purpose(s) of the data and services, as determined by the Buyer. Core Information Management System components may include any system components, structure, controls, policies, practices, procedures, processes and resources.

3A.1.2 The Wider Information Management System means those Devices, Supplier Equipment, information assets, IT systems and/or Sites which will be used by the Supplier and/or its Sub-Contractors to process Buyer Data which have not been determined by the Buyer to form part of the Core Information Management System, together with the associated ISMS (including organisational structure, controls, policies, practices, procedures, processes and resources) as determined by the Buyer.

- 3A.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 within five (5) Working Days of the Commencement Date provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any Devices, information assets, IT systems and/or Sites which will be used by the Supplier or any Sub-Contractor to process Buyer Data together with the associated Information Security Management System (including organisational structure, controls, policies, practices, procedures, processes and resources).

- 3A.3 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.

- 3A.4 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.
- 3A.5 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 the Change Control Procedure.
- 3A.6 The Supplier may not use the Core Information Management System to process Buyer Data unless and until:
- 3A.6.1 the Supplier has procured the conduct of an IT Health Check of the Supplier Systems associated with the delivery of the Services by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 6 (Security Testing); and
- 3A.6.2 The Buyer has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in Paragraph 4.3 of this Schedule S3.

4. SECURITY MANAGEMENT PLAN

- 4.1 Within forty (40) Working Days after the Commencement Date, the Supplier shall prepare and submit to the Buyer for approval in accordance with this Paragraph 4 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in the Order Form;
- 4.2.2 comply with the Baseline Security Requirements and the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Part B Schedule S3 (Security Requirements) is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any IT, Information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect 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 Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;

- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Part B Schedule S3 (Security Requirements) (including the requirements set out in Paragraph 3.4);
 - 4.2.7 demonstrate that the Supplier's approach to delivery of the Services has minimised the Buyer and Supplier effort required to comply with this Part B Schedule S3 (Security Requirements) through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
 - 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and GovAssure (<https://www.security.gov.uk/guidance/govassure/>), cross-referencing if necessary to other Schedules of this Contract which cover specific areas included within those standards;
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Part B Schedule S3 (Security Requirements);
 - 4.2.12 detail the methods of connection, including the security protocols that are used;
 - 4.2.13 comply with the security requirements in the Services Specification; and
 - 4.2.14 be comprised of:
 - (a) an Information Assurance Assessment;
 - (b) the Incident Management process;
 - (c) a risk register and Risk Treatment Plan.
- 4.3 When Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is approved by the Buyer, the Buyer shall issue an Information Security Approval Statement. The Security Management Plan shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Part B Schedule S3 (Security Requirements). If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer (such notice shall set out the Buyer's reasons for non-approval) and re-submit it to the Buyer for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than sixty (60) Working Days from the Commencement Date. If the Buyer does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Buyer pursuant to this Paragraph may be

unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

5. AMENDMENT OF THE ISMS AND SECURITY MANAGEMENT PLAN

- 5.1 The ISMS shall be fully reviewed and updated by the Supplier and at least annually and the Security Management Plan shall be fully reviewed and updated by the Supplier and at least every three (3) months to reflect:

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Services and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

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

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to the Baseline Security Requirements or otherwise) shall be subject to the Change Control Procedure and shall not be implemented until approved in writing by the Buyer.

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

- 5.5 The Supplier acknowledges that the purpose of Assurance is to ensure that:

- 5.5.1 the Security Management Plan accurately represents the Core Information Management System;
- 5.5.2 the Assurance Plan, if followed, provides the Buyer with sufficient confidence that the Core Information Management System will meet the requirements of the Baseline Security Requirements, the security requirements set out in the Services Specification and the Statement of Risk Appetite.

6. SECURITY TESTING

- 6.1 The Supplier shall upon agreement and approval with the Buyer: conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

6.1A The Supplier shall:

- 6.1A.1 undertake an IT Health Check, of the Information Management System by a CHECK Service Provider or a CREST Service Provider, at its own cost and expense;
- 6.1A.2 conduct such other security tests as may be required by the Buyer acting reasonably and upon reasonable notice as agreed by the Buyer;
- 6.1A.3 complete all of the above security tests described in Paragraphs 6.1A.1 and 6.1A.2 before:
 - (a) the Supplier submits the Security Management Plan to the Buyer for review in accordance with Paragraph 5; and
 - (b) before the Supplier is given permission by the Buyer to process or manage any Buyer Data;
- 6.1A.4 repeat the IT Health Check not less than once every twelve (12) months during the Contract Period and submit the results of each such test to the Buyer for review in accordance with this Paragraph 6 and the Buyer's Security Policy;
- 6.1A.5 conduct vulnerability scanning and assessments of the Core Information Management System on a monthly basis as agreed with the Buyer;
- 6.1A.6 conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Sub-Contractors 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
- 6.1A.7 conduct such other tests as are required by:

- (a) any Remediation Action Plans;
- (b) the certification requirements outlined in Paragraph 3A of Annex 1 of this Schedule S3;
- (c) the Security Management Plan; and
- (d) the Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System.

6.1B In relation to each IT Health Check, the Supplier shall:

- 6.1B.1 agree with the Buyer the aim and scope of the IT Health Check;
- 6.1B.2 promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide the Buyer with a copy of the full IT Health Check report;
- 6.1B.3 in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - (a) prepare a remedial plan for approval by the Buyer (each a "**Remediation Action Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (i) how the vulnerability will be remedied;
 - (ii) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
 - (1) within three (3) months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium";
 - (2) within one (1) month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "high"; and
 - (3) within seven (7) Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "critical";
 - (iii) 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;
 - (b) comply with the Remediation Action Plan; and
 - (c) conduct such further tests on the Services as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has been complied with.

- 6.1C 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.
- 6.1D 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 Security Management System, the Supplier shall promptly, and no later than two (2) Working Days, provide the Buyer with a copy of the test report as soon as possible after becoming aware of such risk, threat, vulnerability or exploitation technique, and:
- 6.1D.1 propose interim mitigation measures to vulnerabilities in the Information Security Management System known to be exploitable where a security patch is not immediately available; and
- 6.1D.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.
- 6.1E 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 Contract. Any such further tests shall be agreed by the Parties in accordance with the Change Control Procedure.
- 6.1F 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 9.3.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or Baseline Security Requirements or the requirements of this Part B Schedule S3 (Security Requirements), the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. COMPLYING WITH THE ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001, the Security Policy and the certification requirements in Paragraph 3A of Annex 1, of this Schedule S3.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph 7.1, the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. SECURITY BREACH

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS and in accordance with the Services Specification upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 8.2.2 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 8.2.3 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - 8.2.4 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services so as to meet the relevant Service Levels, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - 8.2.5 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - 8.2.6 supply any requested data to the Buyer on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

- 8.2.7 as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant), the requirements of this Part B Schedule S3 (Security Requirements) or the security requirements set out in the Services Specification, then any required change to the ISMS shall be at no cost to the Buyer.
- 9. VULNERABILITIES AND FIXING THEM**
- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the IT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information. Vulnerabilities in the IT Environment shall be handled by the Supplier in accordance with the relevant security requirements in the Services Specification, the Baseline Security Requirements and the Patch Management Guide in the Buyer's Security Policy.
- 9.2 The severity of threat vulnerabilities for the Supplier COTS Software and/or Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
- 9.2.1 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 <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 Subject to Paragraph 6, the Supplier shall procure the application of security patches to vulnerabilities in the Core Information Management System within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 7 days of release, 'Important' within 30 days of release and 'Moderate' or 'Low' within 60 days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 9.3.2 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; or
- 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all Supplier COTS Software and/or Third Party COTS Software to be upgraded within 6 months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such Supplier COTS Software and/or Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
 - 9.5.2 ensure that the IT Environment (to the extent that the IT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the IT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each month detailing both patched and outstanding vulnerabilities in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the IT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 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 IT Environment);
 - 9.5.8 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 IT Environment and provide initial indications of possible mitigations;
 - 9.5.9 produce and maintain security Risk Treatment Plans in alignment with a framework to be agreed by the Parties, including supporting Risk Mitigation Evidence Artefacts which provide evidence of risk mitigations; and

- 9.5.10 obtain Buyer approval for security Risk Treatment Plans and Security Case Compliance Statements (including Risk Position Statements and supporting Risk Mitigation Evidence Artefacts), in respect of any of the Services in accordance with the timescales agreed with the Buyer.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

ANNEX 1 – BASELINE SECURITY REQUIREMENTS

1. HANDLING CLASSIFIED INFORMATION

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. END USER DEVICES

- 2.1 When Buyer Data resides on Supplier Equipment associated with the delivery of the Service, it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA"), and in-line with the Buyer's Security Policy.
- 2.2 Devices used to access or manage Buyer Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier Equipment associated with the delivery of the Service, are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. The Supplier shall ensure that Buyer Data is protected and processed in a secure manner. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Buyer Data will be subject to at all times. The Buyer has a preference that Buyer Data shall only be processed (including being stored, located, backed up, viewed, modified, copied, or deleted) within the United Kingdom and the European Economic Area. The Supplier must align with UK Data Protection Legislation, the Buyer's Security Policy, the Services Specification, NCSC Cyber Assessment Framework Guidance, and all NCSC guidance to ensure data is processed, stored, managed and destroyed appropriately.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with the Change Control Procedure and (if the data includes Personal Data) Clause 34.5.4.
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Buyer Data on demand in an agreed open format;

- 3.3.2 have documented processes to guarantee availability of Buyer Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Buyer Data at the end of life of that media in line with any specific requirements in the Contract and, in the absence of any such requirements, as directed by the Buyer; and
- 3.3.4 securely erase any or all Buyer Data held by the Supplier when requested to do so by the Buyer.

3A. CERTIFICATION REQUIREMENTS

3A.1 The Supplier shall be certified as compliant with:

3A.1.1 ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK accreditation service-approved certification body or alternatively, is included within the scope of an existing ISO/IEC 27001 certification providing this covers all Services relevant to the Contract; and

3A.1.2 Cyber Essentials PLUS,

and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or process Buyer Data.

3A.2 The Supplier shall ensure that each Key Sub-Contractor is certified as compliant with:

3A.2.1 ISO/IEC 27001 (at least ISO/IEC 27001:2013) by a UK Accreditation Service-approved certification body; and

3A.2.2 Cyber Essentials PLUS,

and shall provide the Buyer with a copy of each such certificate of compliance before the Key Sub-Contractor shall be permitted to receive, store or process Buyer Data.

4. ENSURING SECURE COMMUNICATIONS

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

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

5. SECURITY BY DESIGN

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

- 5.2 When designing and configuring the IT Environment (to the extent that the IT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the IT Environment (to the extent that the IT Environment is within the control of the Supplier).
- 5.3 The Supplier shall design the ISMS in accordance with:
- 5.3.1 the NCSC Cyber Assessment Framework (CAF) (<https://www.ncsc.gov.uk/collection/caf/caf-principles-and-guidance>);
 - 5.3.2 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>;
 - 5.3.3 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
 - 5.3.4 the NCSC "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:
 - (a) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
 - (b) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
 - (c) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
 - (d) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
 - (e) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
 - (f) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Buyer Data and/or the Buyer System that those personnel be subject to appropriate security screening and regular security training;
 - (g) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;

- (h) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-Contractors and other suppliers;
- (i) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Buyer to securely manage the Buyer's use of the Services;
- (j) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;
- (k) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (l) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (m) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Buyer with the audit records it needs to monitor access to the Services and the Buyer Data held by the Supplier and/or its Sub-Contractors; and
- (n) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Security Management System.

6. SECURITY OF SUPPLIER PERSONNEL

- 6.1 All Supplier Personnel shall be subject to pre-employment checks 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.
- 6.2 The Buyer and the Supplier shall review the roles and responsibilities of Supplier Personnel to ensure they hold the appropriate level of national security vetting clearance. The level required will be determined by the criteria set out in the "Minimum User Clearance Requirements Guide" within the Cyber and Technical Security Guidance. The Buyer will sponsor applications for roles which are identified as requiring national security vetting.
- 6.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 6.1 and 6.2 above to be involved in the management and/or provision of the Services except where the Buyer has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

6.3A The Supplier shall ensure that Supplier Personnel are only granted such access to Buyer Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.

6.4 The Supplier shall ensure that Supplier Personnel that have access to the Sites, the IT Environment or the Buyer Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment or the Buyer Data.

6.5 The Supplier shall ensure that Supplier Personnel require access to the Buyer Data (e.g., they cease to be employed by the Supplier or any of its Sub-Contractors), have their rights to access the Buyer Data revoked within one (1) Working Day.

7. RESTRICTING AND MONITORING ACCESS

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

8. AUDIT

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

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

8.1.2 Security events generated in the IT Environment (to the extent that the IT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

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

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

8.4 The Supplier acknowledges that the Buyer may conduct Information Security Audits at any time with reasonable notice.

S4 STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Employee Liability"	<p>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:</p> <ul style="list-style-type: none">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 debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;f) claims whether in tort, contract or statute or otherwise; <p>any investigation 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;</p>
"Employment Regulations"	<p>the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced from time to time;</p>
"Former Supplier"	<p>a supplier supplying the 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 Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor);</p>
"Partial Termination"	<p>the partial termination of this Contract to the extent that it relates to the provision of any part of the Services;</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>

"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Replacement Sub-Contractor"	a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-Contractor of any such Sub-Contractor);
"Service Transfer"	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	the date of a Service Transfer;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel 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;
"Staffing Information"	<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> <ul style="list-style-type: none">(a) their ages and date of birth, dates of commencement of employment or engagement, gender and place of work;(aa) the relevant organised grouping that the Supplier personnel form part of;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;(c) the identity of the employer or relevant contracting Party;(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, redundancy payments and any enhanced rights upon early severance;

- (a) their wages, salaries, costs of additional hours (overtime, shift allowance, out of hours payments and similar payments), bonuses (including details of the percentage eligibility the individual is currently on target for) and profit sharing arrangements as applicable;
- (b) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, enhancements to statutory sick pay, pension (including pension type and the employer pension contribution) or other retirement benefit schemes, share option schemes and company car schedules and car allowances applicable to them;
- (c) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (d) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (ha) details of annual leave entitlement;
- (hb) details of any collective agreements in force;
- (e) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (f) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to 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 Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be and where the Sub-contractor 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.

3. Which parts of this Schedule apply

3.1 The Parties agree that:

- 3.1.1 commencement of the provision of the Services or a part of the Services is not expected to result in any Relevant Transfer, that Part D of this Schedule S4 (Staff Transfer) may apply and Parts A, B and C of this Schedule S4 (Staff Transfer) shall not apply; and
- 3.1.2 Part E of this Schedule S4 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

PART A - STAFF TRANSFER AT THE COMMENCEMENT DATE

Not used

PART B - STAFF TRANSFER AT THE COMMENCEMENT DATE

Not used

PART C – NO STAFF TRANSFER ON THE COMMENCEMENT DATE

Not used

PART D – PENSIONS

1. DEFINITIONS

- 1.1 In this Part D, the following definitions shall apply and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) employees to whom the Employment Regulations unexpectedly apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of Paragraph 1.2.2 of Part C or otherwise; and</p> <p>(b) those employees of the Supplier or any Sub-Contractor who in either case at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal or Best Value protection in respect of any of the Statutory Schemes or Broadly Comparable pension scheme provided in accordance with Paragraph 10 of this Part D as notified by the Buyer;</p>

"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
"New Fair Deal"	<p>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:</p> <ul style="list-style-type: none">(a) any amendments to that document immediately prior to the Relevant Transfer Date; and(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
"Statutory Schemes"	means the CSPA, NHSPS or LGPS.

2. SUPPLIER OBLIGATIONS TO PARTICIPATE IN THE PENSION SCHEMES

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. SUPPLIER OBLIGATION TO PROVIDE INFORMATION

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. INDEMNITIES THE SUPPLIER MUST GIVE

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-Contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-Contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-Contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 19.

5. WHAT HAPPENS IF THERE IS A DISPUTE

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. OTHER PEOPLE'S RIGHTS

- 6.1 The Parties agree Clause 52 does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any

obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. WHAT HAPPENS IF THERE IS A BREACH OF THIS PART D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate this Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. TRANSFERRING NEW FAIR DEAL EMPLOYEES

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. WHAT HAPPENS TO PENSIONS IF THIS CONTRACT ENDS

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. BROADLY COMPARABLE PENSION SCHEMES

- 10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or

its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-Contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-Contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-Contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-Contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-Contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-Contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-Contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

ANNEX D1 – CIVIL SERVICE PENSIONS SCHEMES (CSPS)

1. DEFINITIONS

1.1 In this Annex D1: CSPS to Part D: Pensions, the following definition shall apply:

"CSPS Admission Agreement"	Admission	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	Eligible	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement; and
"CSPS"		the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

2. ACCESS TO EQUIVALENT PENSION SCHEMES AFTER TRANSFER

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

ANNEX D2 – NHS PENSION SCHEMES

1. DEFINITIONS

1.1 In this Annex D2: NHSPS to Part D: Pensions, the following definitions shall apply:

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHSPS Eligible Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-Contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. MEMBERSHIP OF THE NHS PENSION SCHEME

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-Contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award

of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Sub-Contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Sub-Contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-Contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. ACCESS TO NHS PENSION SCHEMES AFTER TRANSFER

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. CONTINUATION OF EARLY RETIREMENT RIGHTS AFTER TRANSFER

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. WHAT THE BUYER DO IF THE SUPPLIER BREACHES ITS PENSION OBLIGATIONS

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-Contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-Contractor) breaches the terms of its Direction Letter.

- 5.2 If the Buyer is entitled to terminate this Contract or the Supplier (or its Sub-Contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-Contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Broadly Comparable Pension Scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-Contractors.
- 5.3 In addition to the Buyer's right to terminate this Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. COMPENSATION WHEN PENSION SCHEME ACCESS CAN'T BE PROVIDED

- 6.1 If the Supplier (or its Sub-Contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Sub-Contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-Contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-Contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate this Contract.

7. INDEMNITIES THAT A SUPPLIER MUST GIVE

- 7.1 The Supplier must indemnify and keep indemnified the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-Contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. SUB-CONTRACTORS

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-Contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

- 8.1.1 if the Supplier has secured a Direction Letter, the Sub-Contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-Contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-Contractor direction letter as soon as reasonably practicable; or
 - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 (Broadly Comparable Pension Scheme) of Part D: Pensions shall apply.
- 8.2 The Supplier shall procure that each Sub-Contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-Contractor that are identical to the indemnities set out in Paragraph 7 of this Annex D2. Where a Sub-Contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

ANNEX D3 – LOCAL GOVERNMENT PENSION SCHEMES (LGPS)

1. DEFINITIONS

1.1 In this Annex D3: LGPS to Part D: Pensions, the following definitions shall apply:

"Administering Authority"		in relation to the Fund, the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"		the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"		Any relevant pension fund within the LGPS;
"LGPS"		the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	Admission	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"		an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	Eligible	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"		the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. SUPPLIER MUST BECOME A LGPS ADMISSION BODY

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. RIGHT OF SET-OFF

The Buyer shall have a right to set off against any payments due to the Supplier under this Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-Contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. SUPPLIER CEASES TO BE AN LGPS ADMISSION BODY

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. DISCRETIONARY BENEFITS

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

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 this Contract;
- 1.1.3 the date which is 12 months before the end of the Contract Period; 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. The Supplier shall use the template at Annex E1 to provide the Staffing Information.

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 Sub-Contractor (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 Sub-Contractor.

1.4 The Supplier warrants, for the benefit of the Buyer, any Replacement Supplier, and any Replacement Sub-Contractor 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 assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on terms and conditions of employment that are in all material respects the same or substantially the same as, and no more costly or onerous for the Supplier or Sub-Contractor (as the case may be) than, those of the person being replaced;

- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment), provided always that this Paragraph 1.5.2 will not prohibit the Supplier from implementing reasonable annual salary increases for the Supplier Personnel in accordance with normal business practice, subject to the Supplier first disclosing any such proposed increases to the Buyer and allowing the Buyer reasonable opportunity to comment on them before they are finalised and announced to the Supplier Personnel or implemented;
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not 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 not 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 not 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;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 months from the Service Transfer Date re-employ or reengage or entice any employees, suppliers or Sub-Contractors whose employment

or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Commencement Date and up to four times during the last 12 months of the Contract Period, 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 such information as the Buyer may reasonably require 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 Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-Contractor 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 to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-Contractor (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 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that 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 Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier 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 including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor 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.
- 2.4 The indemnity 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 Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring 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 Sub-Contractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor;

- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-Contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-Contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor, or
- 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-Contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

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

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 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 Sub-Contractor (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 Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

ANNEX E1 – LOCAL GOVERNMENT PENSION SCHEMES (LGPS)

S5 BENCHMARKING

1. INTRODUCTION

1.1 In this Schedule, the following definitions shall apply:

"Benchmark Review"	a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value;
"Benchmarked Services"	any Services included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Services;
"Comparable Services"	services that are identical or materially similar to the Benchmark Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Services 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;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmark Rates are within the Upper Quartile; and
"Upper Quartile"	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 Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

2. WHEN YOU SHOULD USE THIS SCHEDULE

2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Services, represent value for money to the taxpayer throughout the Contract Period.

2.2 This Schedule sets to ensure this Contract represent value for money throughout and that the Buyer may terminate this Contract by issuing a written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule.

3. BENCHMARKING

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) month period from the Commencement Date or at intervals of less than twelve (12) months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Services that are to be the Benchmarked Services will be identified by the Buyer in writing.
- 3.1.5 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.
- 3.1.6 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 Services 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 5.2.3 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 5.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 5.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;
 - (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 Services as a whole are, Good Value;

- (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services 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 Services 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 the Change Control Procedure.

S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Annual Revenue”

means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and associates) reported by the Supplier or, as appropriate, Supplier Group members in its most recent published accounts, subject to the following methodology:

- (a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; and
- (b) where the Supplier, the Supplier Group members and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

“Assurance”

means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;

"BCDR Plan"

has the meaning given to it in Paragraph 2.1 of this Schedule;

"Business Continuity Plan"

has the meaning given to it in Paragraph 2.2.2 of this Schedule;

“Cabinet Office Markets and Suppliers Team”

means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

“Class 1 Transaction”

has the meaning set out in the listing rules issued by the UK Listing Authority;

“Corporate Change Event”

- (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;
- (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;

- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Corporate Change Event Grace Period”

a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;

“Corporate Assessment Review)”

Resolvability (Structural

means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2: Corporate Resolvability Assessment (Structural Review) of Part B of

this Schedule S6 (*Business Continuity and Disaster Recovery*);

“Critical Infrastructure” “CNI”	National	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:
		(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or
		(b) significant impact on the national security, national defence, or the functioning of the UK;
“Critical Service Contract”		the overall status of the Services provided under the Contract as determined by the Buyer;
“CRP Information”		means the Corporate Resolution Planning Information, together, the:
		(a) Exposure Information (Contracts List);
		(b) Corporate Resolvability Assessment (Structural Review); and
		(c) Financial Information and Commentary;
"Disaster Recovery Plan"		has the meaning given to it in Paragraph 2.2.3 of this Schedule;
“Exposure Information (Contracts List)”	Information	means part of the CRP Information relating to the Supplier Group members to be provided by the Supplier in accordance with Paragraph 2 and Annex 1 of Part B of this Schedule S6 (<i>Business Continuity and Disaster Recovery</i>);
“Financial Information and Commentary”		means part of the CRP Information requirements set out in accordance with Paragraph 2 and Annex 3 of Part B of Schedule S6 (<i>Business Continuity and Disaster Recovery</i>);
“Insolvency Continuity Plan”		has the meaning given in Paragraph 2.2.4(d) of Schedule S6 (<i>Business Continuity and Disaster Recovery</i>);
“Parent Undertaking”		has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Supplier”	Dependant	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

"Related Supplier"	any person who provides services to the Buyer which are related to the Services from time to time;
"Relevant Authority" or "Relevant Authorities"	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Review Report"	has the meaning given to it in Paragraph 7.3 of this Schedule;
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 7.3 of this Schedule; and
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations.

PART A: BCDR PLAN

2. BCDR Plan

- 2.1 No later than twelve (12) weeks from the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), that defines the details of the resilience and recovery provisions for the technology that provides the Services and which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
 - 2.1.2 the recovery of the Services in the event of a Disaster
- 2.2 The BCDR Plan shall be divided into four sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity and outlines the potential levels of failures of and/or disruptions to the Services, the steps to be taken by the Supplier to remedy them and the circumstances in which the plan is invoked in terms of resilience and recovery (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery and details the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing (the "**Disaster Recovery Plan**"); and

- 2.2.4 Section 4 which shall relate to an Insolvency Event of the Supplier, any Key Sub-contractors and/or any Supplier Group members (the **Insolvency Continuity Plan**); and

unless otherwise required by the Buyer in writing, be based upon and be consistent with the provisions of Paragraphs 3, 4, 5 and 6 of this Schedule S6.

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

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

- 3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to 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 the Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the Services 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 Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for resumption 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 Services 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, ISO27031 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 Services and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled 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 Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the 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 Services; and
 - 4.2.3 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 contain details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to addressing 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 Sub-Contractor;
- 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 Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan including Recovery Time Objective (RTO) and Recovery Point Objective (RPO);
- 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. Insolvency Continuity Plan (Section 4)

- 6.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Services through continued provision of the Services following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Affiliate of the Supplier with, as far as reasonably possible, minimal adverse impact.
- 6.2 The Insolvency Continuity Plan shall include the following:
 - 6.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Services, including key contact details in respect of the supply chain and key contact details for operational and contract Supplier Personnel, Key Sub-contractor personnel and personnel of the Supplier Group members;
 - 6.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Sub-contractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Services;
 - 6.2.3 plans to manage and mitigate identified risks;
 - 6.2.4 details of the roles and responsibilities of the Supplier, Key Sub-contractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Services;
 - 6.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Sub-contractors and Supplier Group members); and

- 6.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

7. Review and changing the BCDR Plan

7.1 The Supplier shall review the BCDR Plan:

- 7.1.1 on a regular basis and as a minimum once every six (6) months;
- 7.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9; and
- 7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 7.1.1 and 7.1.2 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.

7.2 Each review of the BCDR Plan pursuant to Paragraph 7.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

7.3 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.

7.4 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.

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

8. Testing the BCDR Plan

8.1 The Supplier shall test the BCDR Plan including all elements of service covered within the Disaster Recovery Plan:

- 8.1.1 regularly and in any event not less than once in every Contract Year;
- 8.1.2 in the event of any major reconfiguration of the Services; and
- 8.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

- 8.2 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.
- 8.3 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.
- 8.4 The Supplier shall ensure that any use by it or any Sub-Contractor 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.
- 8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 8.5.1 the outcome of the test;
 - 8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 8.5.3 the Supplier's proposals for remedying any such failures.
- 8.6 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.
- 9. Invoking the BCDR Plan**
- 9.1 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.

PART B: CORPORATE RESOLUTION PLANNING

1. Service Status and Supplier Status

- 1.1 This Contract is a Critical Service Contract.
- 1.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team (Resolution.planning@cabinetoffice.gov.uk) in writing within 5 Working Days of the Commencement Date and throughout the Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

2. Provision of Corporate Resolution Planning Information (CRP Information)

- 2.1 Paragraphs 2 to 4 of this Part B shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part B or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:
- 2.2.1 where this Contract is a Critical Service Contract, the Supplier shall provide the

Relevant Authority or Relevant Authorities with CRP Information within 60 days of the Commencement Date; and

- 2.2.2 except where it has already been provided in accordance with Paragraph 2.2.1 of this Part B, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Authority or Relevant Authorities with the CRP Information within 60 days of the date of the Relevant Authority's or Relevant Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:
 - 2.3.1 is full, comprehensive, accurate and up to date;
 - 2.3.2 is split into three parts:
 - (a) Exposure Information (Contracts List);
 - (b) Corporate Resolvability Assessment (Structural Review);
 - (c) Financial Information and Commentaryand is structured and presented in accordance with the requirements and explanatory notes set out at the relevant Annex of the latest published versions of the Resolution Planning Guidance Notes published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Authority or Relevant Authorities to understand and consider the information for approval;
 - 2.3.4 provides a clear description and explanation of the Supplier Group and group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - 2.3.5 complies with the requirements set out at Annex 1 (*Exposure Information (Contracts List)*), Annex 2 (*Corporate Resolvability Assessment (Structural Review)*) and Annex 3 (*Financial Information And Commentary*) of this Schedule respectively.
- 2.4 Following receipt by the Relevant Authority or Relevant Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B, the Buyer shall procure that the Relevant Authority or Relevant Authorities discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that Relevant Authority or Relevant Authorities approve the CRP Information or that Relevant Authority or Relevant Authorities reject the CRP Information.
- 2.5 If the Relevant Authority or Relevant Authorities reject the CRP Information:
 - 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Authority's or Relevant Authorities' comments, and shall re-submit the CRP Information to the Relevant Authority or Relevant Authorities for approval within 30 days of the date of the Relevant Authority's or Relevant Authorities' rejection. The provisions of Paragraph 2.3 to 2.5 of this Part B shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 if it provides a copy of the Valid Assurance to the Relevant Authority or Relevant Authorities on or before the date on which the CRP Information would otherwise have been required.
- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
- 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part B its initial CRP Information) to the Relevant Authority or Relevant Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part B) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Schedule 18 (*Financial Distress*);
- 2.8.2 within 30 days of a Corporate Change Event unless:
- (a) the Supplier requests and the Relevant Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Authority to enable it to understand the nature of the Corporate Change Event and the Relevant Authority shall reserve the right to terminate a Corporate

Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or

- (b) not required pursuant to Paragraph 2.10;

2.8.3 within 30 days of the date that:

- (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10; or
- (b) none of the credit rating agencies specified at Paragraph 2.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Relevant Authority (whichever is the earlier), unless:

- (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4; or
- (b) unless not required pursuant to Paragraph 2.10.

2.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part B, the Supplier shall provide at the request of the Relevant Authority or Relevant Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Authority or Relevant Authorities.

2.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

- 2.10.1 Aa3 or better from Moody's; or
- 2.10.2 AA- or better from Standard and Poor's; or
- 2.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Schedule 8 (*Financial Distress*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 2.8.

2.11 Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Authority or Relevant Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Authority or Relevant Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Authority or Relevant Authorities to the extent required under Paragraph 2.8.

3. Termination Rights

- 3.1 The Buyer shall be entitled to terminate this Contract under Clause 35.1.1(c) (*Termination on Material Default*) if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:
- 3.1.1 the Supplier fails to provide the CRP Information within 4 months of the Commencement Date if this is a Critical Service Contract or otherwise within 4 months of the Relevant Authority's or Relevant Authorities' request; or
 - 3.1.2 the Supplier fails to obtain an Assurance from the Relevant Authority or Relevant Authorities within 4 months of the date that it was first required to provide the CRP Information under this Contract.

4. Confidentiality and usage of CRP Information

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the *implications* of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 4.2 Where the Relevant Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 4.1 of this Part B and Clause 40 (*Confidentiality*).
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Authority or Relevant Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Relevant Authority or Relevant Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part B, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality
 - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Relevant Authority or Relevant Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Annex 1: Exposure Information (Contracts List)

1. The Supplier shall:
 - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - 1.1.1 are with any UK public sector bodies including: Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1.1 of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
 - 1.1.3 involve or could reasonably be considered to involve CNI;
 - 1.2 provide the Relevant Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

Annex 2: Corporate Resolvability Assessment (Structural Review)

1. The Supplier shall:
 - 1.1 provide sufficient information to allow the Relevant Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
 - 1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
 - 1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Annex 1 and the dependencies between each.

Annex 3: Financial Information and Commentary

1. The Supplier shall:
 - 1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - 1.2 ensure that the information is presented in a simple, effective and easily understood manner.

For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule S6 (Business Continuity and Disaster Recovery). If such accounts are not available in that timeframe, financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Cabinet Office Markets and Suppliers Team remains protected by confidentiality).

S7 CONTINUOUS IMPROVEMENT

1. SUPPLIER'S OBLIGATIONS

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services 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:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 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);
 - 1.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) months following the Commencement Date, whichever is earlier.
- 1.5 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.
- 1.6 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.

- 1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure.
- 1.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
 - 1.8.2 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.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan shall have no effect on and are included in the Charges. The costs arising from any improvement made pursuant to the Continuous Improvement Plan and the costs of implementing any improvement, shall be agreed as part of the Change Control Procedure.
- 1.11 Should the Supplier's costs in providing the Services 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 Services.
- 1.12 At any time during the Contract Period of this 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.

S8 GUARANTEE

1. GUARANTEE

1.1 Where a Buyer has stipulated in the Order Form that the award of this Contract is conditional upon the receipt of a Guarantee then, on or prior to the Commencement Date or on any other date specified by the Buyer, the Supplier shall deliver to the Buyer:

1.1.1 an executed Guarantee from a Guarantor; and

1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

1.2 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 1.1 above, the Buyer may terminate the Contract for material Default where:

1.2.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;

1.2.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

1.2.3 an Insolvency Event occurs in respect of the Guarantor;

1.2.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

1.2.5 the Supplier fails to provide any of the documentation required by Paragraph 1.1 by the date so specified by the Buyer;

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

ANNEX – FORM OF GUARANTEE

DEED OF GUARANTEE

PROVIDED BY

[INSERT NAME OF THE GUARANTOR]

FOR THE BENEFIT OF

[INSERT NAME OF THE BENEFICIARY]

DEED OF GUARANTEE

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

PROVIDED BY:

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

WHEREAS:

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

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

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

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

1.1.2 the words and phrases below shall have the following meanings:

["Beneficiary"]	means [insert name of the Buyer with whom the Supplier enters into a Contract] and "Beneficiaries" shall be construed accordingly;
["Contract"]	means the call off contract between the Supplier and the Buyer;
["Framework Contract"]	means the framework contract with Framework Reference RM6100 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
["Guaranteed Agreement"]	means the Contract;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Supplier"	means [Insert the name, address and registration number of the Supplier as each appears in the Contract].

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

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 2.3.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

2.3.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

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

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

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

4. DEMANDS AND NOTICES

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

[Insert Address of the Guarantor in England and Wales]

[Insert Facsimile Number]

For the Attention of [Insert details]

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

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

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

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

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

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

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

5. BENEFICIARY'S PROTECTIONS

5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

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

7. RIGHTS OF SUBROGATION

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

- 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 7.1.3 to prove in the liquidation or insolvency of the Supplier,
- only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
 - 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
 - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers

of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
- (b) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
- (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

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

12. ASSIGNMENT

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

13. SEVERANCE

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

14. THIRD PARTY RIGHTS

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

15. SURVIVAL

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

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

0. [Guidance Note: Include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor]

- 17.1 [The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal

summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

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

EXECUTED as a DEED by

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

Director

Director/Secretary

S9 MOD TERMS – Not Used

S10 SERVICE REQUESTS AND PROJECTS

1. DEFINITIONS

1.1 In this Schedule S10 (Service Requests and Projects), the following definitions shall apply:

“Outline Project Plan”	means in relation to a Project, the plan set out in section 6 of the relevant Project Work Order;
“Project Plan”	a statement of how and when a Project's objectives are to be achieved, by showing the major products, Milestones, activities, deliverables and resources required on the Project;
“Project Proposal”	has the meaning given to it in paragraph 4.5 of this Schedule S10 (Service Requests and Projects);
“Project Request”	means a request from the Buyer in relation to a proposed Project in accordance with paragraph 4.2 of this Schedule S10 (Service Requests and Projects);
“Project Work Order Meeting”	has the meaning given to it in paragraph 5.4 of this Schedule S10 (Service Requests and Projects);
“Request”	a Service Request and/or a Project Request;
“Service Request”	has the meaning given to it in paragraph 3 of this Schedule S10 (Service Requests and Projects).

2. INTRODUCTION

- 2.1. This Schedule S10 (Service Requests and Projects) sets out the procedures for dealing with:
 - 2.1.1. Service Requests; and
 - 2.1.2. Project Requests.
- 2.2. If the Parties' agreement of any Project Work Order or Service Request (including any subsequent changes to them), shall require a Change to be made to the Contract, then in accordance with Clause 49.1 such Changes shall be subject to the Change Control Procedure.
- 2.3. The Buyer shall provide the Supplier with the details of the individuals who are authorised by the Buyer to raise and approve Requests and shall notify the Supplier of any changes made by the Buyer to the list of authorised individuals during the Contract Period.
- 2.4. The Supplier shall:
 - 2.4.1. respond to a Request in accordance with paragraphs 3.3 to 3.8 inclusive and 4.4 to 4.7 inclusive; and
 - 2.4.2. deliver, perform or otherwise implement the Services set out in the Request, in a timely manner consistent with the relevant lead times agreed in accordance with this Schedule S10 (Service Requests and Projects).
- 2.5. The procedures in this Schedule S10 (Service Requests and Projects) shall not be used to request Contract Changes which shall be dealt with in accordance with Clause 49.1 (Change Control Procedure).
- 2.6. A Request that relates to a Project Work Order shall only be valid when signed by an authorised individual as notified to the Supplier by the Buyer in accordance with paragraph 2.3.
- 2.7. Each Party shall be responsible for its own costs incurred in proposing, preparing, discussing, negotiating and agreeing any Request.

- 2.8. Any Charges applicable to any Request that are agreed by the Buyer in accordance with this Schedule shall be payable in accordance with Schedule 2 (Charges and Invoicing).
- 2.9. The Supplier acknowledges that the Buyer is not obliged to raise Project Requests and provides no guarantee to the Supplier on the volume, value or quantity of any Projects that the Buyer may require under this Contract (if any) and that nothing shall prevent the Buyer from receiving services that are the same or similar to any services that may be covered by a Project from any third party.
- 2.10. The Supplier shall ensure that:
 - 2.10.1. all the Registers, including any asset, licensing, warranty and/or configuration management information, are updated in as close to real time as possible (and in any event no later than 24 hours following the installation, removal or movement) to reflect the changes which have resulted from the installation, removal or movement of assets and initiation of Services;
 - 2.10.2. all Request related activities are co-ordinated to optimise use of resources.

3. SERVICE REQUESTS

- 3.1. A Service Request enables the Buyer to order Catalogue Items from the Service Catalogue where no changes are required to the Catalogue Item(s) and the lead time stated within the Service Catalogue.
- 3.2. Each Service Request submitted by the Buyer shall as a minimum:
 - 3.2.1. state the type and quantity of the Catalogue Item(s) which the Buyer wishes to order;
 - 3.2.2. state the target date(s) for the delivery of the relevant Catalogue Item(s) (taking into account the nature and complexity of the Service Request in question);
 - 3.2.3. state the location for delivery of the Catalogue Item(s);
 - 3.2.4. include a valid cost centre, location information, business area, and contact point information; and
 - 3.2.5. include such other information available to or in the possession of the Buyer that is reasonably necessary for the Supplier to perform the Service Request and deliver the relevant Catalogue Item(s).
- 3.3. Upon receipt of the Service Request, the Supplier shall promptly check that the Service Request complies with the provisions of paragraph 3.2 and (insofar as it does) acknowledge receipt to the Buyer no later than three (3) Working Days following receipt of the Service Request and confirm that the Service Request is accepted by the Supplier at which point it shall be deemed to constitute an agreed Service Request.
- 3.4. If the Service Request submitted to the Supplier in accordance with paragraph 3.1 does not, in the reasonable opinion of the Supplier, comply with the provisions of paragraph 3.2, the Supplier shall notify the Buyer within three (3) Working Days of receipt of the Service Request and explain its reasons for rejecting the relevant Service Request.
- 3.5. In relation to each Service Request accepted in accordance with paragraph 3.3:
 - 3.5.1. the Supplier shall achieve the date for the delivery of the Catalogue Item(s) in accordance with the applicable lead time set out in the Service Catalogue;
 - 3.5.2. lead times set out in the Service Catalogue commence from the time the Buyer submits the Service Request; and

- 3.5.3. if there are any Catalogue Item Charges applicable to the Catalogue Item(s) set out in the Service Request these shall be payable in accordance with Schedule 2 (Charges and Invoicing) after the relevant Services are received by the Buyer.
- 3.6. The Supplier shall provide regular status updates to the Buyer for the purpose of tracking, managing and closing Service Requests.
- 3.7. In the event that any Service Requests are cancelled by the Buyer whilst the Supplier is delivering the Service Request but before completion of such Service Request:
 - 3.7.1. the Supplier shall:
 - 3.7.1.1. notify the Buyer in writing of any costs incurred by the Supplier in delivering the Service Request up to and including the date of cancellation and/or any direct and unavoidable losses and/or expenses incurred as a result of the cancellation of such Service Request; and
 - 3.7.1.2. cooperate with the Buyer and take all reasonable steps to eliminate or, if this is not possible, mitigate any costs, losses and/or expenses that it incurs as a result of the Buyer's cancellation of a Service Request,
 - and provide to the Buyer such documentation that the Buyer shall reasonably require to evidence the same; and
- 3.7.2 subject to the Supplier complying with the provisions of paragraph 3.7.1 above, the Buyer shall pay any such costs, losses and/or expenses incurred by the Supplier as a result of the Buyer's cancellation of a Service Request in accordance with the provisions of Clause 15 (Charges and Invoicing) and Schedule 2 (Charges and Invoicing).
- 3.8. The Supplier shall reasonably co-operate and work closely with Other Suppliers in satisfying any Service Requests that may impact across any information and communication services being delivered to the Buyer and in so doing shall comply with the co-operation and collaboration requirements set out in Clause 8.5.6 and the Services Specification for the delivery of such Service Requests.

4. PROJECTS

- 4.1. The Buyer may issue a Project Request to the Supplier in accordance with the process set out in this paragraph 4 (the "Project Initiation Process").
- 4.2. A Project Request shall include the following (to the extent relevant):
 - 4.2.1. a brief context, identifying the positioning of the intended Project in the Buyer's IT strategy, targets, timescales and objectives;
 - 4.2.2. a detailed statement of the Buyer's requirements for the intended Project (including scope);
 - 4.2.3. the objectives and goals of the intended Project and its contribution to the Buyer's business objectives;
 - 4.2.4. the charging basis proposed by the Buyer for the intended Project (which may be Milestone Payments, fixed price, time and materials or capped time and materials) by reference to the relevant paragraph of Schedule 2 (Charges and Invoicing) and any guidance, which the Buyer wishes the Supplier to consider, in respect of pricing mechanisms;
 - 4.2.5. details of any standard estimating tool that the Buyer proposes be used by the Supplier for estimating resources;
 - 4.2.6. any known technical, time or any other constraints;

- 4.2.7. key assumptions and any known risks;
 - 4.2.8. whether Testing is required in accordance with S2 (Testing Procedures) or approval of Documentary Deliverables in accordance with the Document Approval Procedure;
 - 4.2.9. the proposed Milestones and proposed Test Success Criteria for the intended Project;
 - 4.2.10. details of the Project Test Strategy (if any) relevant to the intended Project; and
 - 4.2.11. the desired level of progress reporting.
- 4.3. The Buyer may at its reasonable discretion, at any time prior to the execution of a Project Work Order in accordance with paragraph 6.1 below, terminate the Project Initiation Process for such intended Project by providing written notice to that effect to the Supplier.
- 4.4. If in the reasonable opinion of the Supplier, the Project Request fails to comply with the requirements of paragraph 4.2, the Supplier shall notify the Buyer in writing and explain its reasons within five (5) Working Days of receipt of the Project Request and the Parties shall seek to agree the most appropriate means of remedying such failures.

PROJECT PROPOSALS

- 4.5. The Supplier shall provide to the Buyer in response to each Project Request received by the Supplier which complies with the requirements of paragraph 4.2:
- 4.5.1. a Proposal Document; or
 - 4.5.2. where agreed with the Buyer in advance, a draft Project Work Order prepared in accordance with paragraph 5,
- (a “**Project Proposal**”) within twenty (20) Working Days or such other time period as is reasonably requested by the Buyer and agreed by the Buyer and the Supplier (taking into account the nature and complexity of the Project Request in question).
- 4.6. Each Project Proposal shall be clear and unambiguous and set out all information necessary, and in sufficient detail, to allow a preliminary assessment by the Buyer of the relevant intended Project, including the following information as a minimum:
- 4.6.1. outline approach, work breakdown structure (i.e. the appropriate Milestones (including any Milestones which attract Milestone Payments) key Deliverables, time-scales and estimated number of each type of resource required, based on any estimating tool referred to in paragraph 4.2.5) and Project Implementation Plan. Wherever possible, the Supplier shall use Catalogue Items where relevant to the Project;
 - 4.6.2. an Outline Project Plan;
 - 4.6.3. details of any required third party service in relation to the intended Project including:
 - 4.6.3.1. the nature of the required third party service and anticipated charges; and
 - 4.6.3.2. the identity of the proposed third party supplier who shall provide the required third party service;
 - 4.6.4. key assumptions (including any cost assumptions) and anticipated risks;
 - 4.6.5. any additional Buyer Responsibilities specific to the intended Project (if any);
 - 4.6.6. an assessment as to whether:

- 4.6.6.1. any element of the Services which would be required in respect of that intended Project are already being provided by the Supplier under this Contract; and
 - 4.6.6.2. where the result of the Supplier's assessment is that the intended Project would be best delivered by an alternative means (for example, by a Service Request), details of the Supplier's recommendations as to the most appropriate means of delivery for the intended Project;
 - 4.6.7. if the Supplier reasonably determines that Testing or Approval of Documentary Deliverables in accordance with the Document Approval Procedure will be required in respect of the intended Project (whether or not the Buyer has identified this itself in the Project Request);
 - 4.6.8. the charges proposed by the Supplier with reference to the prices set out in the relevant paragraph of Schedule 2 (Charges and Invoicing) which would be payable by the Buyer for undertaking the intended Project in accordance with the charging basis proposed by the Buyer in the Project Request as set out in paragraph 4.2.4 above. Such charges shall include the costs of complying with the Test Success Criteria;
 - 4.6.9. any proposals in respect of funding or alternative pricing or new pricing mechanisms that the Supplier wishes the Buyer to consider;
 - 4.6.10. details of any proposed Reimbursable Expenses;
 - 4.6.11. comments upon the Test Success Criteria (if any) proposed by the Buyer for the intended Project;
 - 4.6.12. outline details of the possible impact of the intended Project upon major works (for example implementation of the Contract, exit or other Projects) and/or of major works upon the intended Project together with details of the Supplier's recommendations for addressing such possible impact.
- 4.7. Where in the reasonable opinion of the Buyer, any Project Proposal fails to set out in sufficient detail the information required by paragraph 4.6 to enable the Buyer to carry out its initial assessment of an intended Project: the Supplier shall, to the extent reasonably practicable, remedy any such failing within such time-scales as are reasonably requested by the Buyer, or in the absence of such request, five (5) Working Days.

5. PROJECT WORK ORDERS

- 5.1. Following review of a Project Proposal, the Buyer shall within a reasonable period, and in any event, within thirty (30) days of receipt of the Project Proposal from the Supplier, notify the Supplier whether it wishes to consider the Project further, and if so shall require the Supplier to produce a draft Project Work Order within ten (10) Working Days of the Buyer's notice (or such other time period as may be agreed by the Parties), for agreement by the Buyer.
- 5.2. As part of the production of each such Project Work Order, the Parties shall also seek to collaborate and cooperate with Other Suppliers to establish the impact of the intended Project on Other Suppliers, and / or other Project or intended Project and adjust the intended Project accordingly to reasonably take into account any such impact.
- 5.3. Each Project Work Order shall, unless otherwise agreed by the Parties, be in accordance with the structure as outlined in Annex 1.
- 5.4. Following production of a draft Project Work Order in accordance with paragraph 5.2, and where requested by the Buyer, the Parties shall jointly establish (as appropriate) a project

board which shall meet as soon as practicable on a date agreed between the Parties ("**Project Work Order Meeting**"). The Project Board shall establish the appropriate governance, risk management processes and any specific reporting requirements for each Project. At the Project Work Order Meeting the Parties shall further consider the intended Project and shall review the information set out in the draft Project Work Order with a view to agreeing the final agreed contents of the Project Work Order in question, together with any other issues relating to the intended Project as are reasonably raised by each Party.

- 5.5. At each Project Work Order Meeting the Parties may require changes to a relevant draft Project Work Order to be considered at a subsequent Project Work Order Meeting. In these circumstances the Supplier shall submit a revised Project Work Order as soon as reasonably practicable after the meeting. This process shall be repeated as necessary until the draft Project Work Order is agreed by the Parties or the Buyer cancels its requirement for the Project Work Order.

6. PROJECT COMMITMENT

- 6.1. For the avoidance of doubt, if the Parties agree the contents of the draft Project Work Order pursuant to paragraphs 5.4 or 5.5 above, the Supplier shall prepare two copies of a Project Work Order which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Project Work Order it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Project Work Order shall be binding on both Parties.
- 6.2. Neither Party shall become contractually committed in respect of any Project unless and until such time as a Project Work Order has been executed by both Parties in accordance with paragraph 6.1 above.

7. PROJECT COMMENCEMENT

- 7.1. Following execution of the Project Work Order by both Parties, a Project start meeting shall take place (unless the Parties agree otherwise) between the Parties prior to any work being undertaken on that Project.

8. CHANGES TO AGREED PROJECT WORK ORDERS

- 8.1. Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective if the change has been agreed by both Parties in writing.
- 8.2. The mechanism for changes to Project Work Orders shall be for the Supplier to create a revised version of the relevant Project Work Order, including a statement that such revised version supersedes any previous version. The Supplier shall prepare two copies of the revised Project Work Order which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the revised Project Work Order it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the revised Project Work Order shall be binding on both Parties.
- 8.3. The Buyer may, by giving the Supplier prior written notice, require the termination of a Project after it has commenced, in which case the Parties' obligations in respect of the remaining Services shall continue unaffected and a Termination Payment shall only be payable by the Buyer if applicable in accordance with Clause 36.2 and Schedule 2 (Charges and Invoicing).
- 8.4. Termination of a Project in accordance with paragraph 8.3 shall be without prejudice to any right of action or remedy of either Party which has accrued or which subsequently accrues.

9. SUB-CONTRACTORS AND SUPPLIERS

- 9.1. The Supplier may engage any Sub-Contractor or third party supplier in relation to any Project subject to the terms of this Schedule and in accordance with this Contract.
- 9.2. In respect of each Sub-Contractor or third party supplier engaged by the Supplier on its own accord in relation to a Project the Supplier shall, at no cost to the Buyer, ensure that prior to the commencement of any work by that Sub-Contractor or third party supplier in relation to the Project such Sub-Contractor or third party supplier is given appropriate information in relation to the Project which shall include, at a minimum, the following information but only where such information is relevant to the work to be undertaken by the Sub-Contractor or third party supplier:
- 9.2.1. an overview of the Supplier's and Buyer's respective organisations including background and position in the market (in the case of the Supplier) and the political landscape (in the case of the Buyer);
 - 9.2.2. an overview of the relevant Buyer's organisation(s) to which the Project relates and/or impacts;
 - 9.2.3. an introduction to the Project itself, including the relevant background and its intended contribution to the Buyer's business objectives;
 - 9.2.4. the policies and procedures that are relevant to the Project;
 - 9.2.5. an overview of the composition of the Project team (including the different roles of each member or categories of members) and key stakeholders;
 - 9.2.6. the specific roles, responsibilities and objectives of the Sub-Contractor or third party supplier in relation to the Project (including any relevant background material);
 - 9.2.7. relevant administrative requirements (e.g. time sheets, status reports and project meetings); and
 - 9.2.8. any relevant Buyer or Supplier policies or procedures specific to the Sub-Contractor's or third party supplier's role.

10. CONFLICTS OF INTEREST

- 10.1. Where the provision or planning of any Project or Service Request involves the selection of, or advice upon the selection of, alternative courses of action (including refraining from a particular course of action) or the acquisition, or advice upon the acquisition of goods, services and rights, the Supplier shall make such selection or acquisition or give such advice in an impartial, independent and unbiased manner and in the best interests of the Buyer.
- 10.2. If the Supplier becomes aware of any actual or potential conflict of interest in relation to any Project or Service Request (whether such existed before the Commencement Date or thereafter) it shall, without undue delay, notify the Buyer in writing providing full particulars of the actual or potential conflict together with any additional information which the Buyer may require in connection with such matter.

11. AUDIT OF PROJECT OR SERVICE REQUESTS

- 11.1. The Buyer shall have the right to audit any Project or Service Request consistent with the provisions set out in Clause 29 (Records and Audit).
- 11.2. The Buyer reserves the right to verify throughout each Project or Service Request that the level of skill and experience of individuals assigned remains consistent with the grade associated with the Supplier Personnel upon which the Supplier bases its charges for the Project or Service

Request prior to inception of the Project or Service Request. The Supplier shall provide to the Buyer such information as the Buyer may reasonably request to enable it to exercise its rights under this paragraph 11.2.

ANNEX 1: PROJECT WORK ORDER TEMPLATE

1. Description and Consequences of Project Work Order

PWO Title			
PWO Number		Version No.	
Business Area	<HMCTS/HMPPS etc.>	CTS Demand Ref.	
Date of Request		Date Required By	
Reason for Project			
Project Summary			
Related Projects	<Enter any related PWO numbers>		
Key People			
	Name	Email	Phone Number
Business SPOC #1			
Business SPOC #2			
Demand Manager			
Product Manager			
Supplier Lead			
Budget Holder			
Cost Centre Code		Entity Code	
Charges	Implementation	On-going Service	Totals
Professional Services			
Standard Items			
Non-Standard Items			
Contingency			
Totals			
Critical Dates			
Decision by Date		Expiry Date	
Comments on Critical Date			

2. Introduction

- 2.1. This Project Work Order ("**PWO**") constitutes an addition to the Contract for EUC Platform and Legacy Services entered into on [xxxx] (as amended by the Parties from time to time) between the Buyer and the Supplier (the "**Contract**").
- 2.2. The Parties agree that Section 1 is included to assist the understanding of this PWO prior to signature and shall not form part of the Contract nor affect the interpretation of the Contract or this PWO.
- 2.3. Save as may be otherwise provided in this PWO, the Contract terms shall apply to the Project undertaken by the Supplier pursuant to this PWO and all provisions in the applicable to provision of Services will apply mutatis mutandis to the Services provided under this PWO.
- 2.4. In the event and only to the extent of any inconsistency between any agreed term of this PWO and any term of the Contract then the term of this PWO shall prevail.
- 2.5. In this PWO, references to "Sections" are to sections contained within this PWO.
- 2.6. All prices and charges set out in this PWO are exclusive of VAT.

3. Changes to this PWO

- 3.1. For the avoidance of doubt, all Changes shall be implemented by the Parties in accordance with the Change Control Procedure.
- 3.2. Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective provided that a revised version of this Project Work Order has agreed by both Parties in writing in accordance with the procedure set out in paragraph 8 of Schedule S10 (Service Requests and Projects).
- 3.3. The Parties hereby agree to this revised issue of this PWO, which shall supersede all previously executed versions of this PWO with effect from the date of signing by both Parties of this revised PWO. The table below provides a summary of all revision levels of this PWO that have been executed by the Parties:

Version No.	Effective Date	Summary of changes incorporated into this Version
1.0		Original issue.

4. Requirements

[Free flow text area to capture the high-level Buyer requirements and reference to any detailed requirements specification/documents etc.]

5. Specification

- 5.1. The specification of the Project to be delivered under this PWO is detailed in Appendix 1 and summarised here as the following key deliverables ("**Deliverables**");
 - 5.1.1. <Enter Deliverable(s)>
- 5.2. Assumptions
 - 5.2.1. <Enter Assumption(s)>
- 5.3. Exclusions
 - 5.3.1. <Enter Exclusions(s)>

5.4. Dependencies

5.4.1. <Enter Dependencies>

5.5. Buyer Responsibilities

5.5.1. <Enter Buyer Responsibilities>

5.6. Risks and Mitigations

5.6.1. <Enter Risks and Mitigations>

6. Project Plan

- 6.1. A detailed Project Plan and a Project Initiation Document will be agreed between the Parties following commencement of the Project.
- 6.2. Any changes or additions to the Project Plan, including Milestone Dates will require the written agreement of both Parties, acting reasonably and in good faith to make such changes.
- 6.3. The high-level Milestones for the Project are set out below:

[Provide an Outline Project Plan (in substantively the format set out in the plan template below) which will be developed over time into the Project Plan.]

Mile-stone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days/ Months)	Milestone Completion Date
M1			
M2			
M3			
M4			

7. Price and Payment

- 7.1. The total price for the products and services set out in this PWO is **£xx,xxx.xx** (excluding VAT) and is provided on a [Fixed Price/Time and Materials/Capped Time and Materials] basis.
- 7.2. A summary breakdown of the one-off implementation charges pursuant to this PWO are as follows:

Item	Charge	Contingency	Sub-Total
Professional Services			
Standard Service Items			
Non-Standard Items			
Totals			

7.3. Milestone Payments

Mile-stone Payment	Details	Payment	Linked Mile-stone(s)
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(Official)

Contract for the provision of EUC Platform and Legacy

Services

MP1			
MP2			
MP3			

7.4. The Supplier shall issue a Milestone Achievement Certificate (and providing where applicable, associated and approved timesheets) for each completed Milestone and will detail the Supplier's confirmation that the Deliverables in the applicable Milestone have met the agreed Test Success Criteria and unless otherwise notified by the Buyer within ten (10) working days shall be deemed as accepted by the Buyer.

7.5. On-going Service Charge

7.5.1. The Buyer shall be liable for the service charge of **£x,xxx,xxx.00** from successful completion of the Deliverables set out in Section 5 of this PWO.

7.5.2. The service charge consists of 12 calendar monthly payments (pro rata) of **£x,xxx,xxx.00** and shall be invoiced monthly in arrears against this PWO. Thereafter the Buyer shall be invoiced for the monthly service charge against the <??Insert Reference to Standard Invoice??>.

7.6. A detailed breakdown of all the associated charges pursuant to this PWO are set out in Appendix 2 to this PWO.

2. Termination

[Insert, where appropriate, the Project exit arrangements, in the event the Project is terminated prior to completion.]

3. Sub-Contractors and Third-Party Suppliers

[Insert, where appropriate, details of any required third-party service to be used in relation to the Project along with the identity of the third-party supplier and the applicable charges calculated in accordance with Schedule 2 (Charges and Invoicing) of the Contract. If new hardware/software then warranty, sourcing decision and impact on standard catalogue are also to be included.]

4. Application of this Project Work Order post completion

[Insert details of any terms of this Project Work Order which will continue in/come into force following completion of the Project (e.g. any ongoing charges and the period for which the service is to be provided (if agreed to be charged within an PWO))]

5. EXIT AND/OR CONTRACT IMPLEMENTATION IMPACT

[This will be required where contracts or large-scale projects may have an impact on the wider programme such as exit and Contract Implementation. If nothing applicable, then it should state "Not applicable to this PWO."]

6. OTHER PROVISIONS

[Insert details of other provisions not covered above which may be required for a Project (to the extent not covered by the Contract Terms) otherwise state "Not applicable to this PWO."]

7. APPROVALS

(Official)

Services

**Signed and agreed on behalf of the
Supplier**

Security Classification

Contract for the provision of EUC Platform and Legacy

**Signed and agreed on behalf of the
Buyer**

.....

Signature

.....

Name

.....

Position

.....

Date

.....

Signature

.....

Name

.....

Position

.....

Date

Appendix 1 – Service and Technical Specification

[Free flow text area for the Supplier to document its service and technical solution to meet the Buyer requirements.]

Appendix 2 – Charge Breakdown

[The following are example tables, the Supplier is free to suitably document a reasonable level of breakdown of all the Charges pursuant to this PWO in such a manner that the Buyer is able to perform Value for Money assessments.]

Table A1 – Professional Services

Role Code	Activity Description	Day Rate	No. Man-days	Total Charge
			Total	£xx,xxx.xx

Table A2 – Standard Catalogue Items

Item Description	Unit Charge	Qty	Total Charge

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Total	£xx,xxx.xx
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Table A3 – Non-Standard Items

Item Description	Unit Charge	Qty	Total Charge
		Total	£xx,xxx.xx

Table A4 – Delay Payments (if applicable)

Item Description	Delay Payment amount	Qty	Total Charge
		Total	£xx,xxx.xx

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S11 SERVICE RECIPIENTS**1. Introduction**

- 1.1. This Schedule S11 (Service Recipients) sets out the basis on which the Supplier shall provide the Services for the benefit not only of the Buyer but also for the benefit of the Service Recipients.

2. Definitions

- 2.1. In this Schedule S11 (Service Recipients), the following definitions shall apply:

“Initial Service Recipients” means a person named as such in the Annex 1 to this Schedule S11 (Service Recipients);

“Potential Service Recipients” means a person named as such in Annex 2 to this Schedule S11 (Service Recipients); and

“Service Recipients” means:

- (a) the Initial Service Recipients; and
- (b) any:
 - (I) Potential Service Recipients;
 - (II) arms’ length bodies of the Buyer;
 - (III) body (including any private sector body) created or formed, or brought within the Buyer’s responsibility or control, after the date of this Contract; or
 - (IV) body (including any private sector body) which (i) performs any of the functions that previously were performed by the Buyer or (ii) to whom the Buyer provides services,

in each case added to the list in Annex 1 in accordance with the Change Control Procedure.

3. Service Recipients benefits under the Contract

- 3.1. The Buyer has entered into this Contract both for its own benefit and for the benefit of the Service Recipients, provided that nothing in this Contract shall create or be deemed to create a contractual relationship between the Supplier and any Service Recipient.
- 3.2. The Initial Service Recipients who are to benefit under the Contract are identified in Annex A to this Schedule S11 (Service Recipients). Additional Service Recipients shall be added to the list in Annex A in accordance with the Change Control Procedure.
- 3.3. The Service Recipients shall not be entitled to enforce the relevant provisions of the Contract pursuant to CRTPA.
- 3.4. The Parties to the Contract may in accordance with its provisions vary, terminate or rescind the Contract or any part of it, without the consent of any Service Recipient. No Service Recipient may authorise any Contract Change, Service Request or Project Work Order or any other change to this Contract.
- 3.5. The Buyer shall be entitled to enforce any provision of this Contract on behalf of a Service Recipient, but the Supplier shall be liable only to the Buyer and shall deal only with the Buyer.

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- 3.6. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the Buyer may recover all Losses suffered not only by the Buyer but also any Losses suffered by any Service Recipient as though it has suffered such Loss itself.
- 3.7. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the indemnities from the Supplier in the Contract (including those in Clauses 11.8.1, 15.5, 16.1.2, 23, 24.4, paragraph 8.9 of Schedule 10 (Exit Management) and Schedule S4 (Staff Transfer)) shall extend not only to Losses suffered or incurred by the Buyer but also any Losses suffered or incurred by any Service Recipient.
- 3.8. The Supplier's limits and exclusions of liability in the Contract shall apply as overall limitations on liabilities under this Contract whether relating to a claim by the Buyer on behalf of a Service Recipient or to a claim made by the Buyer on its own behalf and in no event shall the Buyer or any Service Recipient recover twice in respect of the same Loss.
- 3.9. Subject to the Dispute Resolution Procedure, if any breach arises out of any act or omission of a Service Recipient, any claim by the Supplier shall be brought only against the Buyer and not against the Service Recipient.
- 3.10. Where compliance with any obligation or responsibility of the Buyer is necessary in order to enable the Supplier to supply the benefit of the Services to a Service Recipient, responsibility for compliance shall remain with the Buyer but compliance by the Service Recipient shall be deemed to be compliance by the Buyer.

ANNEX 1: INITIAL SERVICE RECIPIENTS

The Services shall be provided for the benefit of the following Initial Service Recipients:

INITIAL SERVICE RECIPIENTS
<p>Academy for Social Justice Advisory Committees on Justices of the Peace Assessor of Compensation for Miscarriages of Justice Civil Justice Council Civil Procedure Rule Committee Criminal Procedure Rule Committee Criminal Injuries Compensation Authority Family Justice Council Family Procedure Rule Committee Government Facilities Services Ltd (GFSL) HM Prison and Probation Service HM Courts and Tribunals Service HM Inspectorate of Prisons for England and Wales HM Inspectorate of Probation for England and Wales Independent Advisory Panel on Deaths in Custody Independent Monitoring Authority (IMA) for the Citizens' Rights Agreement Independent Monitoring Boards (IMB) - there is one for every prison Independent Public Advocate (IPA) Insolvency Rules Committee Judicial Appointments & Conduct Ombudsman (JACO) Judicial Appointments Commission (JAC) Judicial Office (JO) Law Commission Lay Observers (LO) Legal Aid Agency National Preventive Mechanism (NPM) Office of the Public Guardian</p>

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Official Solicitor & Public Trustee (OSPT)
Prison Service Pay Review Body
Prisons & Probation Ombudsman (PPO)
Sentencing Council for England and Wales
Tribunal Procedure Committee
Victims Commissioner
Wales Office (Office of the Secretary of State for Wales)
Youth Justice Board

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ANNEX 2: POTENTIAL SERVICE RECIPIENTS

POTENTIAL SERVICE RECIPIENTS
Children and Family Court Advisory & Support Service (CAFCASS)
Criminal Cases Review Commission (CCRC)
Legal Ombudsman/ Office for Legal Complaints
Legal Services Board (LSB)
Parole Board
Supreme Court

S12 CORPORATE SOCIAL RESPONSIBILITY**1. What we expect from our suppliers**

- 1.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
- 1.2. The Buyer expects the Supplier to meet the standards set out in that Code. In addition, the Buyer expects the Supply to comply with the standards set out in this Schedule S12 (Corporate Social Responsibility).
- 1.3. The Supplier acknowledges that the Buyer has additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Sub-Contractors will comply with such reasonable 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 the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under the Contract in a way that seeks to: 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 Sub-Contractors to use forced, bonded or involuntary prison labour;
 - 3.1.2. shall not require any Supplier Personnel 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 tracking offenses 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 tracking offenses anywhere around the world;
 - 3.1.5. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human tracking offenses anywhere around the world;
 - 3.1.6. shall have and maintain throughout the Contract Period 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;

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- 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 the Contract;
- 3.1.8. shall prepare and deliver to the Buyer 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 Sub-Contractors 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 Sub-Contractors;
- 3.1.10. shall not use or allow child or slave labour to be used by its Sub-Contractors; and
- 3.1.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to 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 Personnel are provided with written and understandable information about their employment conditions in respect to 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 Personnel; and
- 4.1.5. ensure that Supplier Personnel 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 Personnel comply with national laws, and any collective agreements;
- 5.1.2. that the working hours of Supplier Personnel, 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:
 - (d) the extent;
 - (e) frequency; and
 - (f) hours worked;
 by individuals and by the Supplier Personnel 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;
 - 5.3.3. appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4. All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

7. Social Value

- 7.1. In December 2020, HM Government published 'The Social Value Model' and 'Guide to Using the Social Value Model' which in combination set out the approach to be taken by government authorities to supporting social value, including themes, policy outcomes, benefits, effective measures, contract management and reporting. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>)
- 7.2. The Buyer expects its suppliers and subcontractors to support the activities set out in that model and guidance, including the Supplier's and Sub-Contractors' compliance with the requirements set out in this Paragraph 7.
- 7.3. The Supplier acknowledges that HM Government may further develop and change its social value model, and the Buyer may have additional requirements in relation to social value. The Buyer expects that the Supplier and Sub-Contractors will comply with such reasonable social value requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the Contract shall be enacted via the Change Control Procedure.

Themes, Outcomes And Benefits

- 7.4. The Supplier will particularly support the following social value themes, policy outcomes and benefits:

Table 1 – Social value themes, outcomes and benefits selected from the social value model

Theme	Policy outcomes	Benefits
	Create new businesses, new jobs and new skills	MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are

Tackling economic inequality		located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
	Increase supply chain resilience and capacity	MAC 3.1: Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.
Fighting climate change	Effective stewardship of the environment	MAC 4.1: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

SOCIAL VALUE DELIVERY PLAN

- 7.5. Within sixty (60) days of the Commencement Date, the Supplier must provide to the Buyer a fully complete, up-to-date, timed project plan and process for delivering social value benefits (the “**Social Value Delivery Plan**”) for the Buyer to agree.
- 7.6. The Social Value Delivery Plan must contain information at the level of detail necessary to manage and deliver:
- 7.6.1. social value commitments included in the Supplier’s Call Off Tender;
 - 7.6.2. monitoring, measuring and reporting on social value benefits (including those listed in Paragraph 7.4), commitments and impacts;
 - 7.6.3. timed actions;
 - 7.6.4. reporting including metrics, targets (to be assigned to metrics wherever possible), tools and processes to gather and report data;
 - 7.6.5. feedback and improvement;
 - 7.6.6. transparency;
 - 7.6.7. influencing of stakeholders and communities through the Contract Period to support the policy outcomes (e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering).
- 7.7. The Social Value Delivery Plan will identify the Supplier Personnel responsible for its delivery.
- 7.8. Following receipt of the Social Value Delivery Plan from the Supplier, the Parties shall use reasonable endeavours to agree any amendments reasonably required for the Buyer to accept the Social Value Delivery Plan. If the Parties are unable to agree the Social Value Delivery Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.9. The Supplier shall keep the Social Value Delivery Plan under review at least annually and as otherwise directed by any Board (as described in Schedule 7 (Governance)) and will propose changes where necessary to improve outcomes.

PERFORMANCE MONITORING AND REPORTING

- 7.10. The Supplier shall monitor its performance against the Social Value Delivery Plan and report to

the Buyer on such performance quarterly, in a format reasonably specified by the Buyer from time to time.

- 7.11. The Supplier's reports on social value delivery will be reviewed as a regular contract management activity, including in scope of relevant Board(s) (as described in Schedule 7 (Governance)).
- 7.12. The Supplier's reports on social value delivery must include the reporting metrics used by HM Government to monitor progress against the relevant policy outcomes, including those listed in Table 2 below.

Table 2 – Reporting metrics for progress on policy outcomes (from social value model)

Policy outcomes	Reporting metrics
Create new businesses, new jobs and new skills	<ul style="list-style-type: none"> • Number of full-time equivalent (FTE) employment opportunities created under the Contract, by UK region. • Number of apprenticeship opportunities (level 2, 3 and 4+) created or retained under the Contract, by UK region. • Number of training opportunities (level 2, 3 and 4+) created or retained under the Contract, other than apprentices, by UK region. • Number of people-hours of learning interventions delivered under the Contract, by UK region. • Number of sustainable employment opportunities provided to prison leavers under the Contract, by UK region <ul style="list-style-type: none"> • 'prison leavers' means ex offenders released from a prison environment in the previous 6 months (with flexibility to report to 12 months should onboarding take longer) • 'Sustainable' means a minimum of 6 months duration • Number of employed prison leavers who additionally receive learning, upskilling and reskilling in their first 6 months of employment to support them in continued/future employability opportunities, under the Contract, by UK region • Proportion of employed prison leavers that are subsequently retained within the Supplier organisation or associated supply chain, under the Contract, by UK region
Increase supply chain resilience and capacity	<p>For each of the following categories:</p> <ul style="list-style-type: none"> i. start- ii. SMEs iii. VCSEs iv. <ul style="list-style-type: none"> • The number of Sub-Contract opportunities awarded under the Contract.

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	<ul style="list-style-type: none"> • The value of Sub-Contract opportunities awarded under the Contract in pounds sterling. • Total spend under the Contract, as a percentage of the overall Charges
Effective stewardship of the environment	<ul style="list-style-type: none"> • Number of people-hours spent protecting and improving the environment under the Contract, by UK region. • Number of green spaces created under the Contract, by UK region. • Annual: <ul style="list-style-type: none"> • Reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). • Reduction in water use arising from the performance of the Contract, measured in litres. • Reduction in waste to landfill arising from the performance of the Contract, measured in metric tonnes.

- 7.13. Performance against the targets in the Social Value Delivery Plan will be evaluated using the following scores:

Table 3 – Scores for evaluating social value targets

Good	The Supplier is meeting or exceeding the target set out within the Social Value Delivery Plan.
Approaching Target	The Supplier is close to meeting the targets are set out within the Social Value Delivery Plan.
Requires Improvement	The performance of the Supplier is below that of the target set out within the Social Value Delivery Plan, but the Supplier has identified and committed to and/or is progressing steps to improve its performance.
Inadequate	The performance of the Supplier is significantly below that of the target set out within the Social Value Delivery Plan.

- 7.14. The Social Value Delivery Plan will set out how the KPI for social value delivery specified in Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of this Contract will be calculated based on evaluation of targets in accordance with Paragraph 7.13, using the following template:

		Performance thresholds			Rating
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Table 4 – Template for evaluation of specific reporting metrics

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<i>Reporting Metric</i>	<i>Delivery period</i>	<i>Good</i>	<i>Approaching target</i>	<i>Requires improvement</i>	<i>Inadequate</i>	<i>Actual Delivery</i>	<i>% Delivery</i>	
<i>[Insert]</i>	<i>Q [insert] [Year]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Insert]</i>	<i>[Actual] / [Insert]</i> <i>Good x100]</i>	
<i>[Insert]</i>	<i>Q [insert] [Year]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Insert]</i>	<i>[Actual] / [Insert]</i> <i>Good x100</i>	
<i>[Insert]</i>	<i>Q [insert] [Year]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Insert]</i>	<i>[Actual] / [Insert]</i> <i>Good x100</i>	
<i>[Insert]</i>	<i>Q [insert] [Year]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Threshold]</i>	<i>[Insert]</i>	<i>[Actual] / [Insert]</i> <i>Good x100</i>	

- 7.15. The Buyer may publish social value performance metrics relating to the Contract from time to time, including in accordance with HM Government practice at the time.

S13 BUYER RESPONSIBILITIES**1 Introduction**

- 1.1 The responsibilities of the Buyer set out in this Schedule shall constitute the Buyer Responsibilities under this Contract. Any obligations of the Buyer in the Services Specification and the Supplier's Call-Off Tender shall not be Buyer Responsibilities and the Buyer shall have no obligation to perform any such obligations unless they are specifically stated to be "Buyer Responsibilities" and cross referenced in the table in Paragraph 3 of this Schedule.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 General Responsibilities

- 2.1 The Buyer shall:
- 2.1.1 perform those obligations of the Buyer which are set out in the Order Form, Clauses of this Contract and the Paragraphs of the Schedules (except Attachment 1 of the Order Form (Services Specification) and Attachment 11 of the Order Form (Supplier's Call-Off Tender));
 - 2.1.2 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer Personnel and/or Other Suppliers as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Contract Period and the Termination Assistance Period;
 - 2.1.3 provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Contract as defined in the Implementation Plan;
 - 2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; and
 - 2.1.5 procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only), Data Centre Facilities and other facilities (including relevant IT systems and space and desks) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).

3 Specific responsibilities

- 3.1 The Buyer shall, in relation to this Contract, perform the Buyer Responsibilities identified as such in this Contract, the details of which are set out below:

Responsibility ID	Buyer Responsibility
BR-001	The Buyer shall provide reasonable support to the Supplier in the planning, design, implementation, execution and reporting of maintenance release testing within a reasonable timescale of receiving the Supplier's request.
BR-002	The Buyer shall permit the Supplier to integrate the Supplier's tooling with the Buyer's ITSM Toolset. The Buyer shall ensure its ITSM Toolset is maintained and supported and provided, as per the tested and approved Service design, to allow the Supplier either to establish connection to it for the exchange of near real-time data or to access and utilise it.
BR-003	<p>The Buyer shall provide a single point of contact for End Users (the "Buyer's Service Desk") which shall be responsible for dealing with End Users where they relate to Incidents, compliments, complaints or escalations, and shall:</p> <ul style="list-style-type: none"> • Liaise with appropriately trained and skilled expert resource from the Supplier as required to handle the contact's query; • Handle contacts to the extent provided for in the relevant information received from the Supplier in accordance with Requirement ID 06.23.04 of Statement of Requirements Annex A: Requirements Specification; • Manage progress of Incidents through the Incident lifecycle utilising the Supplier updates recorded in the ITSM Toolset, and update the End User on progress; • Update End Users in a timely and accurate manner with any updates recorded in the ITSM Toolset; and • Ensure that the Buyer's Service Desk is operating as per the tested and approved Service design in line with the Implementation Plan, and the Standards as outlined in Statement of Requirements Annex C: Standards Compliance Requirement.
BR-004	<p>The Buyer shall provide the Supplier with use of the following Buyer applications and any associated licenses for the Supplier, including the costs of such licences, for the purposes of delivering the Services, including:</p> <ul style="list-style-type: none"> • System Center Operations Manager (SCOM) • System Center Configuration Manager (SCCM) • Microsoft System Center Orchestrator (SCORCH) • ServiceNow • Azure Virtual Desktop • ADDS hosted within on-premise and Azure IaaS • Azure AD Connect

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	<ul style="list-style-type: none"> • RightFax • Trend Micro • EMC Legato • Ivanti Heat for device USB control • AnyConnect for Remote Access • Defender for Endpoint • Symantec NetBackup
BR-005	The Buyer shall supply End Users with Client Devices, directly attached printers and scanners and other necessary peripherals.
BR-006	Not Used
BR-007	The Buyer shall provide the Supplier with available warranty information related to any Devices procured by the Buyer during the Contract Period, that is necessary to enable the Supplier to meet their requirements in accordance with Annex A of the Statement of Requirements: 05.09.01 to 05.09.04 (inclusive).
BR-008	The Buyer shall provide access to all Devices that are necessary to enable the Supplier to deliver the Services.
BR-009	The Buyer shall be responsible for the provision of network load balancers, proxy servers and VPN servers.
BR-010	Not Used
BR-011	The Buyer shall make available to the Supplier relevant business application licences to be assigned to End Users.
BR-012	Upon request by the Supplier and subject to Supplier Personnel being vetted in accordance with Clause 11.1.2, the Buyer shall be responsible for providing Supplier Personnel with Active Directory user/admin accounts, including logical and physical access to the Buyer System.
BR-013	The Buyer shall provide to the Supplier reasonable access to the Buyer's Data Centre Facilities and equipment facilities including such facilities to host the Supplier's tooling.
BR-014	The Buyer shall be responsible for the shipment and the transportation of Client Devices to End Users.

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BR-015	The Buyer shall be responsible for the end-to-end Major Incident management process.
BR-016	<p>The Buyer shall meet the agreed obligations set out in the Detailed Implementation Plan in accordance with dates set out in the Detailed Implementation Plan, including: -</p> <ul style="list-style-type: none"> • The timely approval of deliverables. • Informing the Supplier of any change in infrastructure or services impacting the Detailed Implementation Plan. • Delivering Implementation communications to End Users. • Attendance of agreed Buyer Personnel at Testing on the dates specified in the Detailed Implementation Plan. • The timely completion of Buyer service and tooling integration requirements.
BR-017	The Buyer shall be responsible for the management of the Azure Active Directory.
BR-018	The Buyer will provide access to and permit use of the Buyer's Definitive Media Library (DML), subject to any necessary security vetting of Supplier Personnel.
BR-019	The Buyer shall be responsible for backup and recovery for Microsoft 365 Data.
BR-020	The Buyer shall ensure that, where available, vendor technical support is accessible for all Buyer applications used in the provision of the Services.
BR-021	The Buyer shall procure a replacement Device where the Parties agree that a Device is not Fully Functional, is beyond economical repair and that a replacement Device is required.
BR-022	The Buyer shall provide all appropriate security processes, policies and standards which are necessary for the delivery of the Services, and which are not publicly available, subject to the receiving Supplier Personnel having the appropriate level of security vetting.
BR-023	As part of the Security Management Plan to be agreed in accordance with Schedule S3 (Security Requirements) the Buyer shall provide the

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	Supplier with details of nominated contacts within the Buyer's organisation.
BR-024	The Buyer shall be responsible for end user computing services (including device management, application packaging and deployment, directly attached printers and scanners, virtual applications).
BR-025	The Buyer shall provide all necessary process, policy and procedure documents to the Supplier as part of the Implementation subject to the receiving Supplier Personnel having the appropriate level of security vetting
BR-026	The Buyer shall be responsible for the provision of, and support for, Office 365 desktop applications.
BR-027	The Buyer shall provide the required access and licences to the component of the ITSM toolset used for service validation and testing.
BR-028	The Buyer shall be responsible for provision and maintenance of the currency, supportability and volume of all Buyer Software and related licences required for the provision of and support for the Services.

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ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES

C1

1. **RELEVANT CONVICTIONS – NOT USED**

C2

1. **SECURITY MEASURES – NOT USED**

C3

1. **COLLABORATION AGREEMENT - NOT USED**

SCHEDULE 11 – COLLABORATION AGREEMENT

Not used

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ALTERNATIVE CLAUSES

SCOTS LAW – Not Used

NORTHERN IRELAND LAW – Not Used

JOINT CONTROLLER CLAUSES – Not Used