

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

Order Form

CALL-OFF REFERENCE: **707310451**

THE BUYER: **MOD – Defence Infrastructure Organisation (DIO)**

BUYER ADDRESS **Defence Infrastructure Organisation, DIO
Commercial Disposals, Delancey Building,
Army HQ, Marlborough Lines, Monxton Road,
Andover, SP11 8HJ**

THE SUPPLIER: **WOMBLE BOND DICKINSON (UK) LLP**

SUPPLIER ADDRESS: **St Ann's Wharf, 112 Quayside, Newcastle Upon
Tyne, NE1 3DX, England**

REGISTRATION NUMBER:

DUNS NUMBER: **349002548**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 08/09/2023. It is issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

This is a Bronze Contract.

CALL-OFF LOT(S):

Lot 1a: Full Service Provision - England and Wales

CALL-OFF INCORPORATED TERMS

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

OFFICIAL

This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

Joint Schedule 1 (Definitions and Interpretation) RM6240 Framework Special Terms
The following Schedules in equal order of precedence:

- Joint Schedules for RM6240
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6240
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security – Part A Short Form)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) includes list of DEFCONS/DEFFORMs
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedules 21-26 Not Used
 - Special Call-Off Schedule 27 (Limitation of Contractors Liability Clause)
 - Special Call-Off Schedule 28 (Security Aspects Letter)
 - Special Call-Off Schedule 29 (DEFFORM 111)
 - Special Call-Off Schedule 30 (Tasking Process)
 - Special Call-Off Schedule 31 (Certificate of Completion)

CCS Core Terms (version 3.0.11)

Joint Schedule 5 (Corporate Social Responsibility) RM6240

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

CALL-OFF SPECIAL TERMS

OFFICIAL

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

Special Term 1 – The Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows: -

3.1 Deliverables

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:
(a) the Core Terms or Special Terms in a Contract; and/or
(b) any of the requirements in Clause 3.1.1;
and shall comply with the Buyer's decision on the resolution of any such conflict.

3.2 Not used

3.3 Service clauses

3.3.9 The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:
(a) Retained EU Law (including State aid and public procurement); or
(b) public law (including national security); or
(c) the Employment Regulations; or
(d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,
and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

8. Restraint of Trade

8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.

11. How much you can be held responsible for

11.11 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.12 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor

OFFICIAL

shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.

11.13 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

34 Resolving Disputes

Complaint Handling

34.8 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

34.9 Without prejudice to any: rights and remedies that a complainant may have at Law (including under a Contract), and obligation of the Supplier to take remedial action under the provisions of the Contract, the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

]

Special Term 2 – Payment

In the case of a Not To Exceed Price or Limit of Liability, the Contractor shall invoice for actual costs incurred using the Rates at Call Off Schedule 5 – Pricing Details Annex A.

In the case of Firm Priced items, the Contractor shall invoice for the Firm Price upon completion of the deliverable.

All invoices shall be accompanied by a Certificate of Completion in the form provided at Call-Off Special Schedule 31 and in accordance with the guidance at Call-Off Special Schedule 31 Annex A – Appendix 1.

Payments to be managed electronically via CP&F.

OFFICIAL

Invoices to be issued to DIO (Case Officer & Commercial Manager) on a monthly basis but should only be uploaded to Exostar once approval has been confirmed by the Case Officer.

CALL-OFF START DATE: 25 September 2023

CALL-OFF EXPIRY DATE: 31 March 2025

CALL-OFF INITIAL PERIOD: 1 Years, 6 Months

CALL-OFF DELIVERABLES

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

CONFLICT OF INTEREST (COI)

Supplier to identify COI should they arise.

CONFIDENTIALITY

IPR

See Call-Off Schedule 17 (MOD Terms)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Call-Off Schedule 27 (Limitation of Contractors Liability Clause)

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

DISBURSEMENTS

Payable

PAYMENT METHOD

See Call-Off Schedule 17 (MOD Terms). Payment by BACS Transfer, 30 days after receipt of the correct invoice

BUYER'S INVOICE ADDRESS:

DIO Finance

Acquisitions & Disposals,

Delancey Building – 1st Floor,

Marlborough Lines,

Andover,

OFFICIAL

Hampshire SP11 8HJ

BUYER'S AUTHORISED REPRESENTATIVE

Kate Doyle

Senior Commercial Manager

kate.doyle102@mod.gov.uk

Defence Infrastructure Organisation

Delancey Building – Ground Floor ,

Marlborough Lines, Monxton Road

Andover,

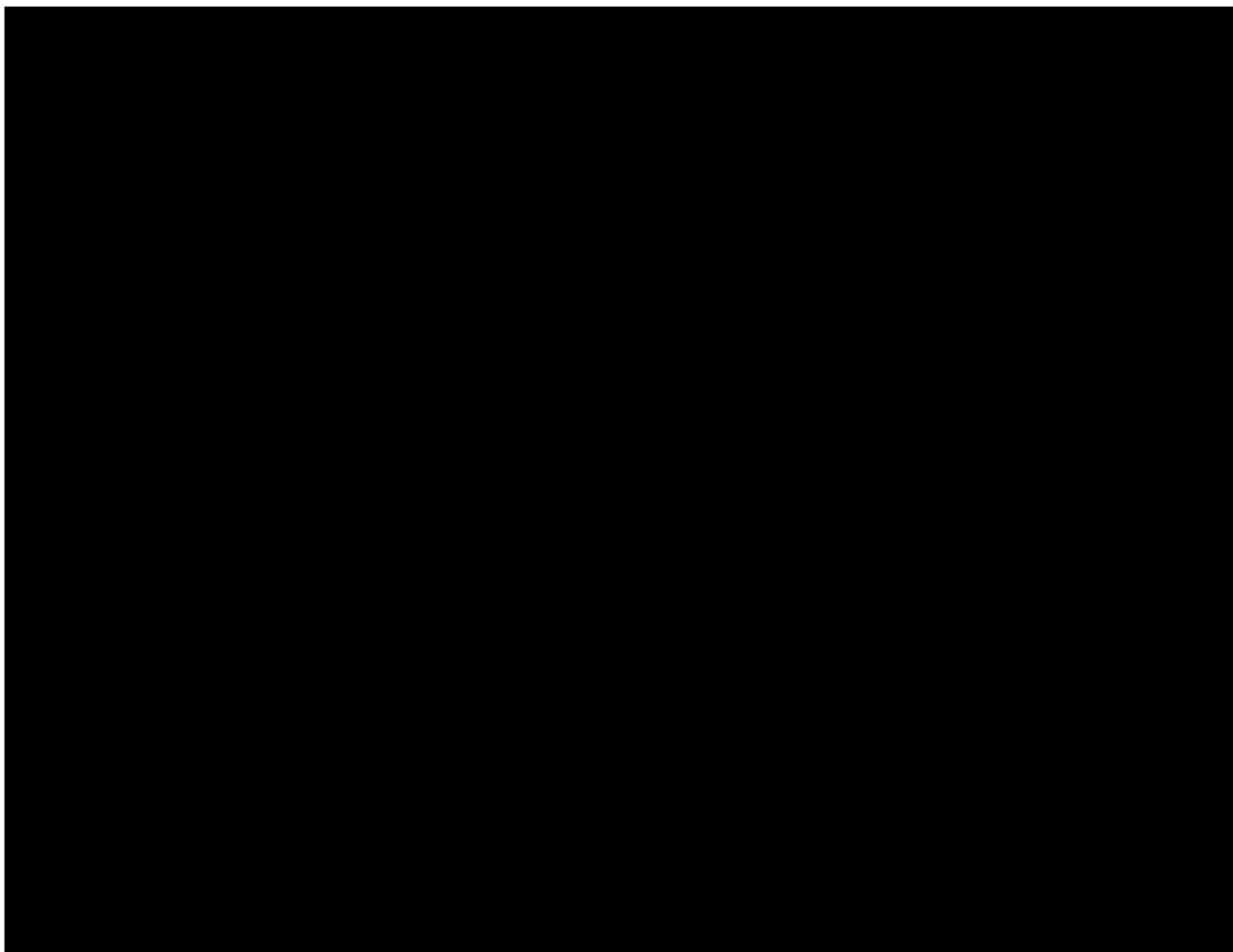
Hampshire SP11 8HJ

BUYER'S SECURITY POLICY

Call-Off Schedule 9 (Security – Part A Short Form)

Call-Off Schedule 28 (Annex C Security Aspects Letter)

SUPPLIER'S AUTHORISED REPRESENTATIVE



KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

In accordance with DEFFORM 529A – Tenderer's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

As required by Framework.

OFFICIAL

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	<i>Kate Doyle</i>
Name:	Katherine Douglas	Name:	Kate Doyle
Role:	Partner	Role:	Senior Commercial Officer
Date:	19/09/2023	Date:	25/09/2023

Joint Schedule 2 (Variation Form)

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

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

This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]

1. Words and expressions in this Variation shall have the meanings given to them in the Contract.
2. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

OFFICIAL

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principal's clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
- 1.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Contract.

2. How to manage the insurance

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

OFFICIAL

- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

OFFICIAL

claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

- 1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 2.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) for Lot 1 (a, b and c) and Lot 3 and three million pounds (£3,000,000) for Lot 2 (a, b and c).
 - 2.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) for all Lots; and
 - 2.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) for all Lots.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 2.4 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.5 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 2.6 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
		DEFFORM 539A	Indefinitely

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

- 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

OFFICIAL

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

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure

OFFICIAL

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

Working Hours

2.7 The Supplier shall:

- 2.7.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - 2.7.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 2.7.3 ensure that use of overtime used responsibly, taking into account:
 - the extent;
 - frequency; and
 - hours worked;
- by individuals and by the Supplier Staff as a whole;
- The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
 - Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - this is allowed by national law;
 - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - appropriate safeguards are taken to protect the workers' health and safety; and
 - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
 - All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

- **Sustainability**

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

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

Joint Schedule 6 (Key Subcontractors)

Restrictions on certain subcontractors

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

OFFICIAL

- 2.11.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 2.12 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 2.12.1 a copy of the proposed Key Sub-Contract; and
- 2.12.2 any further information reasonably requested by CCS and/or the Buyer.
- 2.13 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 2.13.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
- 2.13.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
- 2.13.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 2.13.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
- 2.13.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
- (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
- 2.13.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
- 2.13.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to

OFFICIAL

the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

“Accounting Reference Date”	in each year the date to which the Supplier prepares its annual audited financial statement;
“Applicable Financial Indicators”	the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
“Board”	the Supplier’s board of directors;
“Board Confirmation”	written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Bronze Contract”	a Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool;
“Cabinet Office Markets and Suppliers Team”	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;
“Credit Rating Threshold”	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
“FDE Group”	the [Supplier, Key Subcontractors, [the Guarantor] and the [Monitored Suppliers]];
“Financial Distress Event”	any of the events listed in Paragraph 3.1 of this Schedule;
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;

OFFICIAL

“Financial Indicators”	in respect of the Supplier, Key Subcontractors and the Guarantor, means each of the financial indicators set out at Paragraph 5.1 of this Schedule and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
“Financial Target Thresholds”	the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
“Monitored Suppliers”	those entities specified at Paragraph 5.2 of this Schedule;
“Rating Agencies”	the rating agencies listed in Annex 1 of this Schedule;
“Strategic Supplier”	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 Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:
 - 2.1.1. the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and
 - 2.1.2. the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Subcontractors satisfies the Financial Target Thresholds.
- 2.2. The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).
- 2.3. The Supplier shall:
 - 2.3.1. regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;
 - 2.3.2. monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
 - 2.3.3. promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first

OFFICIAL

becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).

- 2.4. For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
- 2.5. Each report submitted by the Supplier pursuant to Paragraph 2.3.2 shall:
 - 2.5.1. be a single report with separate sections for each of the FDE Group entities;
 - 2.5.2. contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.5.3. include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.5.4. be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an Accounting Reference Date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 2.5.5. include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

3. Financial Distress events

- 3.1. The occurrence of one or more of the following shall be Financial Distress Events:
 - 3.1.1. the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
 - 3.1.2. an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
 - 3.1.3. there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
 - 3.1.4. an FDE Group entity committing a material breach of covenant to its lenders;
 - 3.1.5. a Key Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
 - 3.1.6. any of the following:

OFFICIAL

- 3.1.6.1. commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
- 3.1.6.2. non-payment by an FDE Group entity of any financial indebtedness;
- 3.1.6.3. any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- 3.1.6.4. the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- 3.1.6.5. the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;
 - in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; or
- 3.1.7.any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

- 4.1. Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2. In the event of a late or non-payment of a Key Subcontractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days written notice to:
 - 4.2.1.rectify such late or non-payment; or
 - 4.2.2.demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3. The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Subcontractor shall):
 - 4.3.1.at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
 - 4.3.2.where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 that the

OFFICIAL

Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:

- 4.3.2.1. submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
 - 4.3.2.2. to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Subcontractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4. The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.
- 4.5. If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.
- 4.6. Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:
- 4.6.1. on a regular basis (which shall not be less than fortnightly):
 - 4.6.1.1. review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
 - 4.6.1.2. provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation

OFFICIAL

Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

- 4.6.2.where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and
- 4.6.3.comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.
- 4.7. Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8. The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:
 - 4.8.1.obtaining in advance written authority from Key Subcontractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;
 - 4.8.2.agreeing in advance with the Relevant Authority, Key Subcontractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the Relevant Authority;
 - 4.8.3.putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
 - 4.8.4.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.

5. Termination rights

- 5.1. The Relevant Authority shall be entitled to terminate the Contract if:
 - 5.1.1.the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;

OFFICIAL

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

5.1.3.the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

6. Primacy of Credit Ratings

6.1. Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

6.1.1.the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2.the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

7. Board confirmation

7.1. If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Part B of Annex 1 to Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) 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 Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

7.1.1.that a Financial Distress Event has occurred since the later of the Effective 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.

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 Staff 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 Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

OFFICIAL

7.4. Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

8. Optional Clauses

Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the terms at Annex 5 shall apply to the Call-Off Contract in place of the foregoing terms of this Joint Schedule 7.

ANNEX 5: OPTIONAL CLAUSES FOR BRONZE CONTRACTS

1. Definitions

1.1 In this Annex 5, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	the minimum credit rating level for the Monitored Company as set out in Appendix 2;
"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <p>the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</p> <p>the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</p> <p>Monitored Company committing a material breach of covenant to its lenders;</p> <p>a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</p> <p>any of the following:</p> <p>commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</p> <p>non-payment by the Monitored Company of any financial indebtedness;</p> <p>any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</p>

OFFICIAL

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

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Annex 5 in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Annex 5 shall survive:

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

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

3. What happens when your credit rating changes

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

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

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

OFFICIAL

of each Contract Year or such other date as may be requested by the Relevant Authority. For these purposes the "quick ratio" on any date means:

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

where:

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

3.4 The Supplier shall:

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

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

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Relevant Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6 of this Annex 5.

4.2 If the Relevant Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and

OFFICIAL

the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Relevant Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Relevant Authority or referred to the Dispute Resolution Procedure.

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

4.4 Following Approval of the Financial Distress Service Continuity Plan by the Relevant Authority, the Supplier shall:

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

4.4.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.4.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.5 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

4.6 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 The Relevant Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated

OFFICIAL

Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

5.2 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

6.1.2 The Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

APPENDIX 1: RATING AGENCIES

Rating Agency 1 = Dunn & Bradstreet

APPENDIX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	50

Joint Schedule 10 (Rectification Plan)

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

OFFICIAL

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

Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

- The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - “Controller” in respect of the other Party who is “Processor”;
 - “Processor” in respect of the other Party who is “Controller”;
 - “Joint Controller” with the other Party;
 - “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

- Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- 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:
 - a systematic description of the envisaged Processing and the purpose of the Processing;
 - an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

OFFICIAL

- an assessment of the risks to the rights and freedoms of Data Subjects; and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Personal Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
 - ensure that :
 - the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - have undergone adequate training in the use, care, protection and handling of Personal Data;
 - not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

OFFICIAL

- the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - the Data Subject has enforceable rights and effective legal remedies;
 - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 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
- at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - receives a Data Subject Access Request (or purported Data Subject Access Request);
 - receives a request to rectify, block or erase any Personal Data;
 - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 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
 - becomes aware of a Personal Data Breach.
 - The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
 - Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

OFFICIAL

- the Controller with full details and copies of the complaint, communication or request;
 - such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - assistance as requested by the Controller following any Personal Data Breach; and/or
 - 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.
- The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - the Controller determines that the Processing is not occasional;
 - 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
 - the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 - The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 - The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
 - Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - notify the Controller in writing of the intended Subprocessor and Processing;
 - obtain the written consent of the Controller;
 - enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
 - The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
 - The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an

OFFICIAL

applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- 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.
- 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.
- Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- The Parties shall only provide Personal Data to each other:
 - to the extent necessary to perform their respective obligations under the Contract;
 - in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - where it has recorded it in Annex 1 (Processing Personal Data).
- 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

OFFICIAL

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.

- A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - 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
 - where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - 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
 - 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.
- Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - implement any measures necessary to restore the security of any compromised Personal Data;
 - 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

OFFICIAL

- 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.
- Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

OFFICIAL

Annex 1 - Processing Personal Data

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

The contact details of the Relevant Authority's Data Protection Officer are:
Data Protection Officer
Cabinet Office
70 Whitehall
London
SW1A 2AS

Email: DPO@cabinetoffice.gov.uk

To contact CCS, the relevant details are:

Head of Privacy and Data Protection
The Capital
Old Hall Street
Liverpool
L3 9PP

email: gdprgeneralenquiries@crownccommercial.gov.uk

The contact details of the Supplier's Data Protection Officer are:

Nicki Shepherd
General Counsel
023 8020 8450
nicki.shepherd@wbd-uk.com
Oceana House, 39-49 Commercial Road, Southampton

The Processor shall comply with any further written instructions with respect to Processing by the Controller.
Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p>

	<p>532A Edn 05/22 Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)</p> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <p>532A Edn 05/22 Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)</p> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p>532A Edn 05/22 Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)</p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></p> <ol style="list-style-type: none"> <i>1. Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
--	---

OFFICIAL

	<p>2. <i>The scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

OFFICIAL

UNLESS requirement under Union or Member State law to preserve that type of data	
---	--

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **Relevant Authority:**

- is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

Undertakings of both Parties

The Supplier and the Relevant Authority each undertake that they shall:

- report to the other Party every 3 months on:

OFFICIAL

- the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

OFFICIAL

- take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Personal Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
- ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

Data Protection Breach

Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within

OFFICIAL

48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

4.1.6 sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

4.1.7 all reasonable assistance, including:

- (a) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (b) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (c) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (d) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- 1.1.1 the nature of the Personal Data Breach;
- 1.1.2 the nature of Personal Data affected;
- 1.1.3 the categories and number of Data Subjects concerned;

OFFICIAL

- 1.1.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 1.1.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 1.1.6 describe the likely consequences of the Personal Data Breach.

Audit

The Supplier shall permit:

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

Impact Assessments

The Parties shall:

provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

ICO Guidance

OFFICIAL

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

Liabilities for Data Protection Breach

If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned

OFFICIAL

between the Parties in accordance with the decision of the Court.

In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):

if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

Sub-Processing

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Joint Schedule 12 (Supply Chain Visibility)

Definitions

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

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

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

5.1 The Supplier shall:

- 5.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 5.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 5.1.3 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;
- 5.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 5.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2022

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

6. Visibility of Supply Chain Spend

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

Annex 1

Supply Chain Information Report template



Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

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

Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry, if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

- **Definitions**

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

"Acquired Rights Directive"	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or
------------------------------------	---

OFFICIAL

	parts of undertakings or businesses, as amended or re-enacted from time to time;
"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"> ○ redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	<ul style="list-style-type: none"> ○ unfair, wrongful or constructive dismissal compensation;
	<ul style="list-style-type: none"> ○ 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;
	<ul style="list-style-type: none"> ○ compensation for less favourable treatment of part-time workers or fixed term employees;
	<ul style="list-style-type: none"> ○ outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
	<ul style="list-style-type: none"> ○ employment claims whether in tort, contract or statute or otherwise;
	<ul style="list-style-type: none"> ○ 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;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

OFFICIAL

"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"> ▪ any amendments to that document immediately prior to the Relevant Transfer Date; and ▪ any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 1999 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

OFFICIAL

"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> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	<p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>
	<p>(c) the identity of the employer or relevant contracting Party;</p>
	<p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p>
	<p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p>
	<p>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p>
	<p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p>
	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p>
	<p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant</p>

OFFICIAL

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

● **INTERPRETATION**

- Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on

OFFICIAL

third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

- Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 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.
- Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.
- **Which parts of this Schedule apply**

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

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

Part A: NOT USED

Part B: NOT USED

Part C: No Staff Transfer on the Start Date

2. What happens if there is a staff transfer

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

OFFICIAL

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

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

OFFICIAL

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

3. Limits on the Former Supplier's obligations

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

Part D: NOT USED

Part E: Staff Transfer on Exit

Obligations before a Staff Transfer

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

- receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

- receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

- the date which is 12 Months before the end of the Term; and

- 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.

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

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

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

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

:

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

OFFICIAL

employed on the same terms and conditions of employment as the person he/she replaces

make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);

increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

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;

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);

terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

the numbers of employees engaged in providing the Services;

the percentage of time spent by each employee engaged in providing the Services;

the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

a description of the nature of the work undertaken by each employee by location.

The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement

OFFICIAL

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

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

Staff Transfer when the contract ends

The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any

OFFICIAL

case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

- (a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**
- (b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**

any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

OFFICIAL

- a. **in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and**
- b. **in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;**

a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental

OFFICIAL

changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

no such offer has been made:

such offer has been made but not accepted; or

the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement

OFFICIAL

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

The indemnity in Paragraph 2.8:

shall not apply to:

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,

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

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

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

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

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

2. **the Supplier and/or any Subcontractor; and**
3. **the Replacement Supplier and/or the Replacement Subcontractor.**

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

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

- any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

- the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

- a. **any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or**
- b. **any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;**

- any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

- any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment

OFFICIAL

or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

OFFICIAL

Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

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

• Supplier's Obligations

- The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - identifying the emergence of relevant new and evolving technologies;
 - 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);
 - new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

OFFICIAL

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

- 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.
- 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.
- If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 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.
- The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

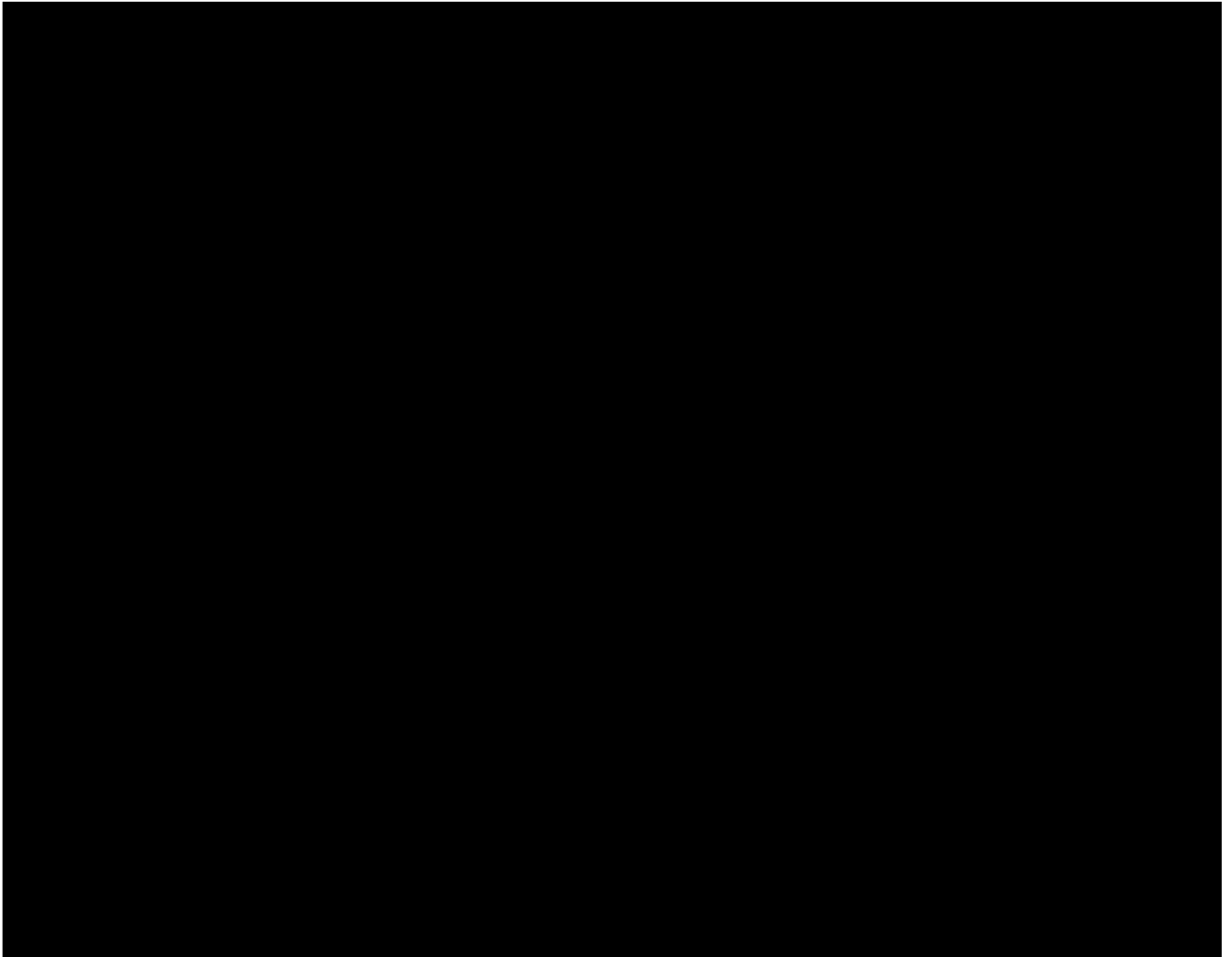
DEFINITIONS

“Firm Price” –	shall mean a non-variable price for a Deliverable or Service which is not subject to escalation.
“Not to Exceed Price” –	shall mean a price for which the Contractor shall invoice against actual costs incurred but in any case, shall not exceed the price quoted for the Deliverable or Service.
“Limit of Liability” –	shall mean a price for which the Contractor shall invoice against actual costs incurred but may seek approval for additional costs should the Limit of Liability be reached.

PRICING

1. Where the Authority requires the Services and/or Deliverables detailed in Schedule 20 – Specification they may issue a Tasking Order Form Part 1 in accordance with the process at Special Call-Off Schedule 30 (Tasking Process).
2. The Tasking Order Form Part 1 shall indicate whether a Firm Price, Not to Exceed Price or Limit of Liability is required.
3. In completing the Tasking Order Form Part 2 the Contractor shall provide a Price in accordance with the Tasking Order Form Part 1 and based on the Rate Card at Annex A to this schedule.
4. The total Contract Value shall not exceed £50,000.

Call-Off Schedule 5 - Annex A – Rate Card



Call-Off Schedule 7 (Key Supplier Staff)

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

OFFICIAL

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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

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

Definitions

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

“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>(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</p> <p>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
“Appropriate Authority” or “Appropriate Authorities”	<p>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;</p>
“Associates”	<p>means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% (inclusive) of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate</p>

OFFICIAL

	under generally accepted accounting principles;
"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Control"	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Corporate Change Event"	<p>means:</p> <ul style="list-style-type: none"> • any change of Control of the Supplier or a Parent Undertaking of the Supplier; • any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; • any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables; • 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; • 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; • 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

	<p>Parent Undertaking of the Supplier Group respectively in any 12 Month period;</p> <ul style="list-style-type: none"> • an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; • 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; • 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 • any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
“Critical National Infrastructure”	<p>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:</p> <p>(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</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>

OFFICIAL

“Critical Service Contract”	a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;
“CRP Information”	means, together, the: (a) Group Structure Information and Resolution Commentary; and (b) UK Public Sector and CNI Contract Information;
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

OFFICIAL

“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part B;
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule;
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and

OFFICIAL

“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 2 of Part B;
--	--

Part A: BCDR Plan

BCDR Plan

- The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - the recovery of the Deliverables in the event of a Disaster
- The BCDR Plan shall be divided into four sections:
 - Section 1 which shall set out general principles applicable to the BCDR Plan;
 - Section 2 which shall relate to business continuity (the "**Business Continuity Plan**");
 - Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and
 - Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").
- 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.
- **General Principles of the BCDR Plan (Section 1)**
- Section 1 of the BCDR Plan shall:
 - set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related

OFFICIAL

Supplier in each case as notified to the Supplier by the Buyer from time to time;

- 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;
- contain a risk analysis, including:
 - failure or disruption scenarios and assessments of likely frequency of occurrence;
 - identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - a business impact analysis of different anticipated failures or disruptions;
- provide for documentation of processes, including business processes, and procedures;
- set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- identify the procedures for reverting to "normal service";
- 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;
- identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 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;
- set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
- contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.

OFFICIAL

- The BCDR Plan shall be designed so as to ensure that:
 - the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - the adverse impact of any Disaster is minimised as far as reasonably possible;
 - it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - it details a process for the management of disaster recovery testing.
- The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- **Business Continuity (Section 2)**
 - The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
 - The Business Continuity Plan shall:
 - address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - set out the circumstances in which the Business Continuity Plan is invoked.

- **Disaster Recovery (Section 3)**

- 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.
- The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - loss of access to the Buyer Premises;
 - loss of utilities to the Buyer Premises;
 - loss of the Supplier's helpdesk or CAFM system;
 - loss of a Subcontractor;
 - emergency notification and escalation process;
 - contact lists;
 - staff training and awareness;
 - BCDR Plan testing;
 - post implementation review process;
 - any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 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;
 - access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - testing and management arrangements.

- **Insolvency Continuity Plan (Section 4)**

- The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Subcontractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- The Insolvency Continuity Plan shall include the following:
 - communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in

OFFICIAL

respect of the supply chain and key contact details for operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;

- identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- plans to manage and mitigate identified risks;
- details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.

● **Review and changing the BCDR Plan**

- The Supplier shall review the BCDR Plan:
 - on a regular basis and as a minimum once every six (6) Months;
 - within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

OFFICIAL

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

● **Testing the BCDR Plan**

- The Supplier shall test the BCDR Plan:
 - regularly and in any event not less than once in every Contract Year;
 - in the event of any major reconfiguration of the Deliverables
 - at any time where the Buyer considers it necessary (acting in its sole discretion).
- 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.
- 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.
- The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - the outcome of the test;
 - any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

- the Supplier's proposals for remedying any such failures.
- 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.
- **Invoking the BCDR Plan**
 - 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.
 - The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
 - where an Insolvency Event of a Key Subcontractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.
- **Circumstances beyond your control**
 - The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.
- **Amendments to this Schedule in respect of Bronze Contracts**
 - Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following provisions of this Call-Off Schedule 8, shall be disapplied in respect of that Contract:
 - Paragraph 1.3.4 of Part A so that the BCDR plan shall only be required to be split into the three sections detailed in Paragraphs 1.3.1 to 1.3.3 inclusive;
 - Paragraphs 2.1.13 to 2.1.15 of Part A, inclusive;
 - Paragraph 5 (Insolvency Continuity Plan) of Part A;
 - Paragraph 8.2 of Part A; and
 - The entirety of Part B of this Schedule.
 - Where a Buyer's Call-Off Contract is a Bronze Contract, if specified in the Order Form, the following definitions in Paragraph 1 of this Call-Off Schedule 8, shall be deemed to be deleted:
 - Annual Review;
 - Appropriate Authority or Appropriate Authorities;

OFFICIAL

- Associates;
- Class 1 Transaction;
- Control;
- Corporate Change Event;
- Critical National Infrastructure;
- Critical Service Contract;
- CRP Information;
- Dependent Parent Undertaking;
- Group Structure Information and Resolution Commentary;
- Parent Undertaking;
- Public Sector Dependent Supplier;
- Subsidiary Undertaking;
- Supplier Group;
- UK Public Sector Business; and
- UK Public Sector/CNI Contract Information.

Part B: Corporate Resolution Planning

Service Status and Supplier Status

This Contract **is not** a Critical Service Contract.

The Supplier shall notify the Buyer in writing within 5 Working Days of the Effective Date and throughout the Call-Off Contract Period within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier.

Provision of Corporate Resolution Planning Information

Paragraphs 2 to 4 of this Part B shall apply if the 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.

Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part B:

where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and

except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part B:

is full, comprehensive, accurate and up to date;

is split into two parts:

Group Structure Information and Resolution Commentary;

UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK

OFFICIAL

Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.

Following receipt by the Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate Authorities shall 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 the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.

If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:

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

the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate 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 under Clause 34 of the Core Terms at any time.

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 (which has the meaning in Paragraph 2.7 below) 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 Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part B if:

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

OFFICIAL

no more than 18 Months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.

If the 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 Appropriate Authority or Appropriate Authorities:

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 Joint Schedule 7 (Financial Difficulties) (if applicable);

within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10;

within 30 days of the date that:

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

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

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 Appropriate Authority (whichever is the earlier), unless:

updated CRP Information has been provided under any of Paragraphs 2.8.1 to 2.8.4 of this Part B 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

unless not required pursuant to Paragraph 2.10.

Where the Supplier is a Public Sector Dependent Supplier and the 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 Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate Authorities.

Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

Aa3 or better from Moody's;

AA- or better from Standard and Poors;

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 Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Difficulties), if applicable) 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.

Subject to Paragraph 4, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate 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 Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8.

Termination Rights

The Buyer shall be entitled to terminate the Contract if the Supplier is required to provide CRP Information under Paragraph 2 of this Part B and either:

- the Supplier fails to provide the CRP Information within 4 Months of the Effective Date if this is a Critical Service Contract or otherwise within 4 Months of the Appropriate Authority's or Appropriate Authorities' request; or

- the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 Months of the date that it was first required to provide the CRP Information under the Contract,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

Confidentiality and usage of CRP Information

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.

Where the Appropriate 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

OFFICIAL

no less stringent than those placed on the Buyer under Paragraph 4.1 of this Part B and Clause 15 of the Core Terms.

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 Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part B subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

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:

- redacting only those parts of the information which are subject to such obligations of confidentiality;
- providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - summarising the information;
 - grouping the information;
 - anonymising the information; and
 - presenting the information in general terms

The Supplier shall provide the Appropriate Authority or Appropriate 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.

Appendix 1: Group structure information and resolution commentary

The Supplier shall:

- provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI contracts listed pursuant to Appendix 2 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- 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 Appendix 2 and the dependencies between each.

Appendix 2: UK Public Sector / CNI Contract Information

The Supplier shall:

- provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - are with any UK public sector bodies including: central Government departments 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;
 - 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 Appendix 2 and where the member of the Supplier Group is acting as a key subcontractor under the agreement with the end recipient; or
 - involve or could reasonably be considered to involve CNI;
- provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5 million 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.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <p>4.2 any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>4.3 the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>5. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>6. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

• Complying with security requirements and updates to them

- The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure

OFFICIAL

that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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

● **Security Standards**

- The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - is in accordance with the Law and this Contract;
 - as a minimum demonstrates Good Industry Practice;
 - meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

- **Security Management Plan**

- **Introduction**

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

- **Content of the Security Management Plan**

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

- **Development of the Security Management Plan**
 - Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
 - If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
 - The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
 - Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.
- **Amendment of the Security Management Plan**
 - The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - emerging changes in Good Industry Practice;
 - any change or proposed change to the Deliverables and/or associated processes;
 - where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - any new perceived or changed security threats; and
 - any reasonable change in requirements requested by the Buyer.
 - The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

OFFICIAL

- suggested improvements to the effectiveness of the Security Management Plan;
- updates to the risk assessments; and
- suggested improvements in measuring the effectiveness of controls.
- Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.
- **Security breach**
 - Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
 - Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - minimise the extent of actual or potential harm caused by any Breach of Security;
 - remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - prevent an equivalent breach in the future exploiting the same cause failure; and
 - as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
 - In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 10 (Exit Management)

Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	7. has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	8. the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	9. the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	10. the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	11. those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	12. the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	13. any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	14. any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any

	of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	15. 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"	16. has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	17. 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;
"Transferable Assets"	18. Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	19. Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	20. has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	21. has the meaning given to it in Paragraph 8.2.3 of this Schedule.

- **Supplier must always be prepared for contract exit**

- The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- During the Contract Period, the Supplier shall promptly:
 - create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

- create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

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

- **Assisting re-competition for Deliverables**

- 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**").
- The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

- **Exit Plan**

- The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

OFFICIAL

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

- 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.
- The Exit Plan shall set out, as a minimum:
 - a detailed description of both the transfer and cessation processes, including a timetable;
 - how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 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 Property in the possession of and/or control of the Supplier or any third party;
 - proposals for the disposal of any redundant Deliverables and materials;
 - how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- The Supplier shall:
 - maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - every six (6) months throughout the Contract Period; and
 - no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - as soon as reasonably possible following a Termination Assistance Notice, and in any event no

OFFICIAL

- later than ten (10) Working Days after the date of the Termination Assistance Notice;
- as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
 - 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.
 - A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
- **Termination Assistance**
 - The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - the nature of the Termination Assistance required; and
 - the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
 - The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
 - 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.
 - In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

- **Termination Assistance Period**

- Throughout the Termination Assistance Period the Supplier shall:
 - continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 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 Deliverables to the Buyer and/or its Replacement Supplier;
 - use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 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.

- **Obligations when the contract is terminated**

- The Supplier shall comply with all of its obligations contained in the Exit Plan.
- Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - vacate any Buyer Premises;
 - remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

- 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:
 - such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
 - Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
 - **Assets, Sub-contracts and Software**
 - Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
 - 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:
 - which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - which, if any, of:
 - the Exclusive Assets that are not Transferable Assets; and
 - the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
- in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The

OFFICIAL

Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 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.
- 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.
- 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:
 - 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
 - procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 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.
- The Buyer shall:
 - accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 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.
- 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.
- The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

- **No charges**

- 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.

- **Dividing the bills**

- 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:
 - the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 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
 - the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

1. The Supplier shall at all times meet the Key Performance Indicators (KPIs) as defined in Annex A to this Schedule 14 (Service Levels).
2. The Supplier shall report on its performance against the KPIs quarterly from the commencement of the Contract.
3. Should the Supplier's performance against any KPI be scored Amber in a single quarter, the Supplier shall identify in its report how it will restore its performance to Green before the next Quarterly Report.
4. Should the Supplier's performance against any KPI be scored Red in a single quarter, the parties shall meet to discuss how the Supplier will restore its performance to Green before the next Quarterly Report.

Should the Supplier's performance be scored Red against more than one KPI in any given quarter or against a single KPI for two or more consecutive Quarterly Reports, the Supplier shall complete and submit to the Authority a Rectification Plan in accordance with Joint Schedule 10.

OFFICIAL

Schedule 14 – Annex A

Item	Title	Supplier or Authority Responsibility	Timescales	Measurement	KPI Explanation	Method of calculation	Calculation done by:	Source information	KPI Data	Red	Amber	Green
1	Return from the Supplier of part 2 of the Tasking Order	Supplier	within 10 working days. Unless otherwise agreed	Tracking the return date of completed Part 2 from the Supplier.	Supplier returning completed Part 2 of TO on time and in line with the requirements set out and a detailed justification of the cost.	Issue date on the TO and the response date on the TO/date email response received by DIO.	DIO Commercial	DIO Commercial PO/TO Tracker	How many part 2's were received by Supplier in month: How many were received within 10 days	There are 5 or more occurrences of the supplier returning part 2 late and outside of the required timescales and therefore cannot be processed.	There are between 1-4 occurrences of the supplier returning part 2 late and outside of the required timescale and therefore cannot be processed.	There are no occurrences of the supplier returning part 2 late and outside of the required timescales.
2	Project approval after DIO receipt of part 2 from the Supplier	Authority	within 10 working days	Tracking time taken from receipt of part 2 from the Supplier to TO approval by DIO project using the TO/PO tracker.	DIO review TO part 2 and issue for approval on time and in line with the requirements set out	Email date response received by DIO to TO approval date by Lead Case Officer	DIO Commercial	DIO Commercial PO/TO Tracker	How many Part 2's were signed in month: How many were sent to the supplier within 10 days	DIO issue for approval more than 5 occurrences of the part 2 TO's late and outside of the agreed timescales.	DIO issue for approval between 1-4 occurrences of the part 2 TO late and outside of agreed timescales.	DIO issue all part 2 TO's on time on all occurrences.

OFFICIAL

3	Part Completion Certificate / Invoicing Process	Supplier	Monthly	Part Completion Certificates/Invoices are submitted accurately including all relevant information, so they are easily identifiable to the Tasking Order.	Supplier to ensure that all Part Completion Certificates and Invoices are submitted to the DIO are easily identifiable to the relevant Tasking Order the work was instructed under. This should include the relevant TO Reference number, description, PO Number.	DIO Project to review and seek further clarification on inaccurate Part Completion Certificates/Invoices	Estates PM	Initial Part Completion Certificates/Invoices v Final Part Completion Certificates/Invoices	How many completion certs were due in month: How many of these that were received needed clarifying	Part Completion Certificates and Invoices require further clarification on 5 or more occurrences.	Part Completion Certificates and Invoices require further clarification between 1-4 occurrences of being presented.	Part Completion Certificates and Invoices are submitted accurately on all occurrences.
4	Part Completion Certificate / Invoicing Process	Authority	within 10 working days	Tracking time taken for DIO to receipt approved invoices.	Timescale for receipting invoice from when the Supplier raises it on ExoStar.	Dates in the invoice tracker from when the completion form approval and the receipt date by DIO Project	Estates PM	DIO Invoice Tracker	How many Invoices were received in month that needed receipting: How many of those were receipted within 10 days	DIO approved the invoice on 5 or more occurrences which are late and outside of the agreed timescales.	DIO approved the invoice between 1-4 occurrences which are late and outside of the agreed timescales.	DIO approved the invoice on time on all occasions.

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

Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

- **Project Management**
 - **The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.**
 - **The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.**
 - **Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.**
- **Role of the Supplier Contract Manager**
 - The Supplier's Contract Manager's shall be:
 - **the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;**
 - **able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;**
 - **able to cancel any delegation and recommence the position himself; and**
 - **replaced only after the Buyer has received notification of the proposed change.**
 - The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
 - Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

- **Role of the Operational Board**

- **The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.**
- **The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.**
- **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.**
- **Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.**
- **The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.**

- **Contract Risk Management**

- Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - **the identification and management of risks;**
 - the identification and management of issues; and
 - monitoring and controlling project plans.
- The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

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

Not Applicable

Call-Off Schedule 16 (Benchmarking)

DEFINITIONS

21.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	<ul style="list-style-type: none"> any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	<ul style="list-style-type: none"> the Charges for Comparable Deliverables;
"Comparable Deliverables"	<ul style="list-style-type: none"> deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	<ul style="list-style-type: none"> a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which are best practice organisations;
"Equivalent Data"	<ul style="list-style-type: none"> data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	<ul style="list-style-type: none"> that the Benchmark Rates are within the Upper Quartile; and
"Upper Quartile"	<ul style="list-style-type: none"> in respect of Benchmark Rates, based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

22. When you should use this Schedule

- 22.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.
- 22.2 This Schedule sets out to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 22.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

23. Benchmarking

23.1 How benchmarking works

- 23.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 23.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 23.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 23.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 23.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 23.1.6 Upon its request for a Benchmark Review, the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 23.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices

by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

23.2

Benchmarking Process

23.2.1 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.

23.2.2 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.

23.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

23.2.4 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.

23.2.5 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 judgement using:
 - (a) market intelligence;
 - (b) the benchmarker's own data and experience;
 - (c) relevant published information; and
 - (d) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

23.2.6 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.

23.2.7 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.

23.3 **Benchmarking Report**

23.3.1 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;

23.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

23.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 17 (MOD Terms)

- **Definitions**

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

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

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

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

- **Access to MOD sites**

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

decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

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

which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

- **DEFCONS and DEFFORMS**

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

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

- **Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.**

Call-Off Schedule 17 (MOD Terms) Annex 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

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

DEFCONS

DEFCON No	Version	Description
5J	Edn 18/11/16	Unique Identifiers
76	Edn 11/22	Contractor's Personnel At Government Establishments
129J	Edn 18/11/16	The Used of Electronic Business Delivery Form
514	Edn (08/15)	Material Breach
532A	Edn 05/22	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
539	Edn 01/22	Transparency
540	Edn 05/23	Conflicts of Interest
658	Edn 10/22	Cyber
703	Edn 06/21	Intellectual Property Rights - Vesting In The Authority

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
111	10/22	Addresses and Other Information
539A	01/22	Tenderer's Commercially Sensitive Information

Call-Off Schedule 17 (MOD Terms) - Annex 2

DEFFORM 539A Tenderer's Commercially Sensitive Information

DEFFORM 539A
Edn 01/22

Tenderer's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITT Ref No:
Description of Tenderer's Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Call-Off Schedule 18 (Background Checks)

When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on a Contract.

- **Definitions**

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

- **Relevant Convictions**

- The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):
 - carry out a check with the records held by the Department for Education (DfE);
 - conduct thorough questioning regarding any Relevant Convictions; and
 - ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),and the Supplier shall not (and shall ensure that any Subcontractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

[Insert Relevant Convictions here]

Call-Off Schedule 20 (Call-Off Specification)



Ministry
of Defence

PROVISION OF Legal Services for the GPSS sites in disposal

STATEMENT OF REQUIREMENT (SOR)

Contract Reference: : 707310451

1.

1. Introduction

- 1.1. This Statement of Requirement (SoR) details the requirement for legal advisory services in relation to the legacy GPSS sites in disposal.

2. Background

- 2.1. The GPSS is a piece of strategic national infrastructure supplying aviation fuel to RAF/USAF bases and civil airports around the country. It was owned by the MOD and managed by the Oil Pipeline Agency OPA until 2015 when the operational network was sold to the Spanish company CLH (now known as Exolum). The sale left the DIO holding the non-operational, redundant pipelines and sites. There are currently 13 freehold sites remaining.
- 2.2. Womble Bond Dickinson (WBD) were awarded a contract for Legal Services to support the disposal of these sites in 2018. This contract is expected to end in March 2023 following the completion of the disposal of GPSS Carlett Park, GPSS Stonesby and GPSS Alconbury.
- 2.3. There are 5 additional decommissioned GPSS sites which are scheduled for disposal in FY 23/24 namely GPSS Redmile, GPSS Kelmarsh, GPSS Elvington Pit, GPSS Hethersett and GPSS Little Leigh.
- 2.4. Two further sites are undergoing Land Quality Assessment (LQA) monitoring to enable management of contamination (GPSS Blackmoor and GPSS Massingham) one is in the process of decommissioning (GPSS Satchell Lane) and two are salt cavern sites requiring significant activity to extract oil and decommission the facility (GPSS Plumley and GPSS Cape of Good Hope).
- 2.5. All of these sites will require legal services to support their disposal.

3. Scope

- 3.1. The DIO requires the provision of expert external legal expertise and flexible resourcing to provide general legal services to support the disposal and assignment of liability for the Former GPSS Portfolio and similar sites.
- 3.2. This requirement is for the provision of services in the law of England and Wales.
- 3.3. SoR is related to GPSS sites only.
- 3.4. The current list of known GPSS Sites.

Current Known Sites
Kelmarsh
Redmile
Elvington Pit
Hethersett
Wervin Vale

Little Leigh
Massingham
OFD Plumley
Satchell Lane
Blackmoor PSD

3.5. From time to time, additional sites may fall within scope of the GPSS project and may become subject to this SOR at the Authority's discretion.

4. Requirements

- 4.1. The Contractor is required to support the delivery of the GPSS disposal sites and provide additional Legal Services advice in connection with these sites as required.
- 4.2. The Authority will instruct the Contractor when necessary to provide one or more of the Outputs/Deliverables in section 4.0 of this SOR. The instruction shall be via Tasking Order and in accordance with the process at Call-Off Special Schedule 30.

5. Outputs/Deliverables

5.1. These are expected to include, but not be limited to, the following Services¹:

1. Disposal Support and Conveyancing
2. Planning Law
3. Contracts
4. Environmental Law
5. Crichel Down and Defence of the Realm Rules

5.2. Full details of the required Services are at Annex A – Services.

5.3. Delivery will be required in various forms:

- Annual progress review meeting for which the Supplier shall prepare the Agenda and subsequent minutes of the meeting.
- Attendance at meetings with DIO Case officers and Commercial officers,
- Report writing, draft reports delivered within 2 weeks from instruction, and final reports within 3 weeks from instruction, or as agreed with the DIO case officer.
- E-mail, phone call and wider teleconferencing/dial-in engagement.
- Draft and final reports will be required in soft and hard copy in the format agreed with the DIO case officer.
- Completing of Quarterly Update Report, regularly updating and maintaining the GPSS Disposal Activity Tracker and GPSS Financial Reporting Spreadsheets in accordance with Annex B.

¹ This is not an exhaustive list of tasks. The supplier should use this as a guide for the necessary work streams that may be required to deliver each requirement.

Schedule 20 Annex A – Services

Services	Description	*Associated Tasks	Output /Deliverables
1. Disposal Support and Conveyancing	<p>All aspects of Disposal support and conveyancing including but not limited to:</p> <ol style="list-style-type: none"> Taking Instructions from client and give initial legal advice on the steps to be taken and time frame within the transaction is expected to be completed. Taking due diligence including obtaining searches and other information for the disposals. If sale by auction, carry out necessary conveyancing searches for inclusion in the auction pack. Where private sale, conveyancing searches will be carried out by the buyer. Receive from the purchaser supporting sale documents, examine them and make any necessary enquiries with Purchaser's solicitor(s), consider their responses and thereafter provide comprehensive legal advice on the documents and information received. Draft sale documents for review with case officer including any reservations/grants of rights, clawback provisions. Prepare auction packs for those sites to be sold at auction. Where private sale, negotiate the documentation with the buyer and deal with replies to CPSEs and other enquiries. Where sale by auction, no CPSEs or enquiries will be given. Attending meetings as appropriate. Exchange the final contract documents with vendor's solicitors and present the same to the Client for execution, Issue engrossments and deal with completion. Confirm HM Land Registrations of Legal Charges. 	<ul style="list-style-type: none"> Attendance at meetings, and relevant correspondence 	<ul style="list-style-type: none"> Assembly of title documentation. Searches and Enquiries as required to support disposal. Preparation and review of documents to support disposal to include inter alia advice on planning overage provisions and environmental issues.
2. Planning Law	<p>All aspects of planning law including but not limited to:</p> <ol style="list-style-type: none"> planning strategy. development projects and schemes. applications for development, construction and change of use. compulsory purchase orders and s106 agreements; and 	<ul style="list-style-type: none"> Advice and production of report on risks to planning overage and clawback and recommendations on remedies. 	<ul style="list-style-type: none"> Legal Advice in connection with Planning Law.

OFFICIAL

	<ul style="list-style-type: none"> e. planning/development inquiries and appeals. f. Discharging of Planning Conditions g. Matters to be assessed on a plot-by-plot basis depending upon what is revealed during the due diligence mentioned above. If advice is required, additional fee to be agreed. 	<ul style="list-style-type: none"> • Undefined Legal Services on Planning Related Matters. • Review of Section 106 Agreements. 	
3. Contracts	<p>All aspects of contracts and contract law including commercial contracts and other commercial arrangements including but not limited to:</p> <ul style="list-style-type: none"> a. advising on, drafting and negotiating agreements relating to commercial activities including supply of goods and services, outsourcing/contracting out of services, manufacturing, agency and distribution, concession contracts, shared services arrangements, joint ventures and grants. b. supporting relationships including advising on rights and obligations, changes, termination/exit and transition between suppliers and advising on complex commercial/contractual reorganisations and restructuring including novation's, assignments and changes in ownership; and c. advising on public infrastructure regulation such as UK/EU regulation relating to energy, water, transport, and telecommunication industries necessary to support commercial transactions and/or arrangements. d. To be assessed on a case-by-case basis. If advice is required, an additional fee to be agreed. 	<ul style="list-style-type: none"> • Legal Advice on Contractual Agreements (leases and licences) relating to Exolum and third-party matters and appropriate remedies. 	<ul style="list-style-type: none"> • Advice in connection with existing leases and licences
4. Environmental Law	<p>All aspects of environmental law including but not limited to:</p> <ul style="list-style-type: none"> a. litigation, advisory and transactional support for/on environmental matters including due diligence, planning, inquiries, and regulatory compliance b. To be assessed on a plot-by-plot basis depending upon what is revealed during the due diligence mentioned above and any findings of MODs external surveyors. If advice is required, additional fee to be agreed. 	<ul style="list-style-type: none"> • Advice and Production of written report on Environmental Risks and Liabilities. • Production of legal documentation to support pro- 	<ul style="list-style-type: none"> • Including advice on guidance and regulations related to the Contaminated Land Regime under the statutory legislations.

OFFICIAL

		curement of Bespoke Environmental Insurance Products.	
5. Crichel Down and Defence of the Realm Rules	<p>All aspects of Crichel Down Rules and Defence of the Realm Act (No.2) 1914; Defence of the Realm Consolidation Act 1914; Defence of the Realm Act 1915 but not limited to:</p> <ol style="list-style-type: none"> Cradle to Grave undertaking of the Crichel Down and Defence of the Realm Processes. Examination of title information and provision of a comprehensive report advising on correct procedure. 	<ul style="list-style-type: none"> Cradle to Grave Review of Crichel Down Rules Guidance/Defence of the Realm Acts and the correct procedural application. Production of Crichel Downs Rules/Defence of the Realm Act Reports. Tracing of Former Owners/Successors in title, assessment/verification of rights and claims and obtaining/collation of correct correspondence details. 	<ul style="list-style-type: none"> Cradle to Grave Undertaking of the Crichel Down process from review of title, identification of former owners and process for complying with the Crichel Down and Defence of the Realm Rules.

**QUARTERLY UPDATE REPORT - PROVISION OF Legal
Services by Womble Bond Dickinson for the GPSS
Contract**

Contract Reference: : 707310451

1. Introduction

The Quarterly Update Report (QUR) is a necessary requirement for the Supplier to provide regular reports to the Contracting Authority as part of the contract management process. The purpose of the report is to provide the Contracting Authority an overview of the activities and financial position in the delivery of legal advisory services in relation to the legacy GPSS sites in disposal.

2. Requirements

Womble Bond Dickinson will be required to provide Quarterly Update Reports (QUR) on activities and expenditure (current and forecasted) relating to provision of Legal services to support the Contracting Authority's requirements and the delivery of the project.

The written report should consist of the following headings:

Headings	Description
Background	This relates to the Contracting Authority's Requirement and Outputs.
MOD Instructions	This relates to current and new instructions for each site.
WBD Activities and Recommendations	This should include the activities, and recommendations on how each activity should/will be achieved.
<i>Progress on Recommendations</i>	As per above, this should provide a detailed on where things currently are, issues, delays etc. as they relate to the contracting authority's timescales.
<i>Financial Summary</i>	This section is the give the Contracting Authority a financial overview to manage and maintain spend controls. This can be high level with reference to the GPSS Financial Contract Report GFCR but must make clear what the current and forecasted spend are.
<i>WBD Comments</i>	This space is for any information that may be deemed relevant to the Contracting Authority, which may have an impact on the delivery of the project.
<i>Next Steps</i>	This should outline what the activities are on the horizon and indicative timescales where relevant.

3. GPSS Disposal Activities Tracker

Womble Bond Dickinson will be required populate and maintain the GPSS Disposal Activities Tracker. This should be updated regularly and produced on request by the Contracting Authority or at regular intervals. This can be found on the first tab of the GPSS Disposal and Financial Reporting Tracker Template, found at Appendix 1 to this Schedule.

4. Financial Reporting

Womble Bond Dickinson will be required to provide regular updates on the financial position against each instruction. This can be found on the second tab of the GPSS Disposal and Financial Reporting Tracker Template, found at the Appendix 1 of this document.

Annex C Appendix 1 - GPSS Disposal and Financial Reporting Tracker

Reference: 20233003 GPSS SOR Annex B Appendix 1 Financial Reporting Tracker

NOTE: Document provided separately.

Special Call-Off Schedule 27 (Limitation of Contractor's Liability Clause)

1. LIMITATIONS ON LIABILITY

Definitions

1.1. In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in [cross refer to service credit regime in the contract];

“Term” means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] or on earlier termination of this Contract.

‘UK GDPR’ means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

Unlimited liabilities

1.2. Neither Party limits its liability for:

1.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

- 1.2.2. fraud or fraudulent misrepresentation by it or its employees;
- 1.2.3. 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
- 1.2.4. any liability to the extent it cannot be limited or excluded by law.
- 1.3. The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:
 - 1.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:
 - 1.3.1.1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);
 - 1.3.1.2. the Contractor's indemnity in relation to TUPE at Schedule [(TUPE)];
 - 1.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:
 - 1.3.2.1. the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);
 - 1.3.2.2. the Authority's indemnity in relation to TUPE under Call-Off Schedule 2 (Staff Transfer);
 - 1.3.3. breach by the Contractor of [the Commercial Officer to include as appropriate DEFCON 532A and Data Protection Legislation; and
 - 1.3.4. to the extent it arises as a result of a Default by either Party , any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.
 - 1.3.5. For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 1.4 and/or 1.5 below.

Financial limits

- 1.4. Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:
 - 1.4.1. throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
 - 1.4.1.1. in respect of DEFCON 76 £ one million, five hundred thousand (£1,500,000) in aggregate;
 - 1.4.1.2. in respect of DEFCON 514 £ one million, five hundred thousand (£1,500,000) in aggregate;
 - 1.4.1.3. in respect of DEFCON 611 £ one million, five hundred thousand (£1,500,000) in aggregate; and
 - 1.4.1.4. in respect of DEFCON 612 £ one million, five hundred thousand (£1,500,000) in aggregate;
 - 1.4.2. without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with [insert cross reference to service

credit/performance provisions] and [insert cross reference to any other relevant provisions], whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £ one million, five hundred thousand (£1,500,000) in aggregate;

1.4.3. on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5. Subject to Clauses 1.2, 1.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

- 1.6. Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim or the Charges.

Consequential loss

1.7. Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

1.7.1. indirect loss or damage;

1.7.2. special loss or damage;

1.7.3. consequential loss or damage;

1.7.4. loss of profits (whether direct or indirect);

1.7.5. loss of turnover (whether direct or indirect);

1.7.6. loss of business opportunities (whether direct or indirect); or

1.7.7. damage to goodwill (whether direct or indirect), even if that Party was aware of the possibility of such loss or damage to the other Party.

1.8. The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1. any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

1.8.1.1. to any third party;

1.8.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

1.8.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2. any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3. the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed

extension to the Term (including legal and other consultants' fees, reprourement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.8.4. any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.8.5. damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 and 611;

1.8.6. costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.8.7. any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.8.8. any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

1.8.9. any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

1.9. If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

1.10. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.10.1. arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.10.2. is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this

Contract.

No double recovery

1.11. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor

Call-Off Schedule 28 (Security Aspects Letter (SAL))



**Defence
Infrastructure
Organisation**

Kevin Smith

Commercial Manager | Disposals
Defence Infrastructure Organisation
Bldg 18, Piave Lines,
Leyburn Road,
Catterick Garrison,
N. Yorks, DL9 3LR

Tel: +

Email: kevin.smith335@mod.gov.uk

Our reference: 707310451

Date: 3 April 2023

Katherine Douglas
Womble Bond Dickinson (UK) LLP
St Ann's Wharf, 112 Quayside, Newcastle Upon Tyne, NE1
3DX, England

For the personal attention of:

Katherine Douglas

SECURITY ASPECTS LETTER FOR: GPSS Legal Support

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition, see Annex C, outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

Ser.	Type of Information	Classification
1.	Existence of project	OFFICIAL
2.	Business card level details (e.g. names, roles, business email, etc)	OFFICIAL
3.	Project plans, progress reports, agendas, minutes of meetings, general client correspondence, etc that are part of the contracted project documentation.	Up to OFFICIAL SENSITIVE
4.	Detailed project construction details. Specification and plans of existing sites	Up to OFFICIAL SENSITIVE

5.	Detailed physical IT infrastructure for data network designs	OFFICIAL SENSITIVE
6.	Any site plans, including but not limited to site services infrastructure, fire alarms, garrison tannoy, CCTV, Pits and Duct routes	Up to OFFICIAL SENSITIVE
7.	Drawings, and photographs, fences, emergency generators, tunnels, ammunition facilities, M&E/B&CE Services, etc which cannot be visually obtained from uncontrolled areas	OFFICIAL SENSITIVE
8.	Environmental Surveys and Impact statement	OFFICIAL

(Note: Add more rows as required)

3. Information about this contract must not, without the approval of the Authority, be published or communicated to anyone except where necessary for the execution of the contract.
4. Your attention is drawn to the requirements of the 'Security Conditions' at Annexes B through D, and the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract
5. The enclosed Security Conditions at Annex C outline the principal measures required to safeguard OFFICIAL-SENSITIVE information are provided to enable you to apply the required degree of protection.
6. If any security incidents occur to classified information regarding this contract, then it shall be reported in accordance the requirements laid down in Annex C.
7. The 'Need to Know' security principle is to be enforced rigorously at all times with regards to all project material (e.g., documentation, drawings, conversation).
8. The rules and regulations laid down within the following DEFCONs are to be strictly adhered to:
 - a. DEFCON 76 Contractor's Personnel at Government Establishments
 - b. DEFCON 531 Disclosure of Information
 - c. DEFCON 658 Cyber
 - d. DEFCON 660 Official-Sensitive Security requirements.
9. Will you please confirm that?
 - a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.
 - b. The definition is understood and that the requirements of this Security Aspects Letter and the UK Security Conditions will be complied with using the Acceptance letter at Annex A.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

10. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

11. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

12. The Contractor shall ensure that all individuals (contractors, sub-contractors and agency personnel) working on Defence Contracts must apply the requirements of HMG Baseline Personnel Security Standard (Minimum BPSS)^[1]. The contracting company should be able to demonstrate that the checks have been carried out satisfactorily and are in place and that such checks may be audited, and spot checked by the contracting organisation.

13. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully,

Kevin Smith

Commercial Manager, DIO Disposals

Annexes:

- A. Acceptance of DIO Security Aspects Letter (SAL) dated 30 March 2023.
- B. Technical Grading Guide for Official Sensitive material
- C. OFFICIAL-SENSITIVE Security Condition for UK Contracts.
- D. Official Secrets Act section 2.
- E. DEFCON 76 Contractor's Personnel at Government Establishments.
- F. DEFCON 531 Disclosure of Information.
- G. DEFCON 658 Cyber
- H. DEFCON 660 Official-Sensitive Security requirements.
- I. 707310451 SAL Acknowledgment Sheet for Employees or Subcontracts

Copy to:

DIOCIO-InfoCyberSec@mod.gov.uk

[1]. The c [//www.gov.uk/government/uploads/system/uploads/attachment_data/file/677553/HMG_Baseline_Personnel_Security_Standard.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/677553/HMG_Baseline_Personnel_Security_Standard.pdf)

ISAC-Group (MULTIUSER)

ISS Des-DAIS-SRAAcc4-IA

COO-DSR-IIPCSy (MULTIUSER)

ACCEPTANCE OF DIO SECURITY ASPECTS LETTER (SAL)

1. Receipt of the above SAL is acknowledged. On behalf of the contractor, I confirm that:
 - a. The content within Annexes B to H, together with all the security requirements described within this SAL, is understood. This content is to be briefed to all personnel who will be working on this contract / task and all sub-contractors, who require access 707310451 GPSS Legal Support Information.
 - b. The classified information, within Annexes B to H, has been brought to the attention of the person directly responsible for the security of this contract. This will include supplying suitable SALs and references to your sub-contractors.
 - c. Copies of all sub-contractor SALs will be sent to the undersigned or their representative.
 - d. Measures will be taken to safeguard the Controlled Material and/or OFFICIAL-SENSITIVE / OFFICIAL Matter in line with procedures approved by the DIO Security Controller.
 - e. Individuals 'need to know' and access requirements in relation to the 707310451 GPSS Legal Support information are strictly role-based, and therefore, automatically rescinded on job change or departure.
 - f. All conditions and requirements above in this SAL will be complied with.

Signed² *Katherine Douglas* Date20/04/2023.....

NameKatherine Douglas..... Job Title ...Partner.....

.

² To be signed by the Project Director only. Remaining project staff are to sign Annex I.

Special Call-Off Schedule 28 Annex B**Dated: 3 April 2023****TECHNICAL GRADING GUIDE FOR OFFICIAL SENSITIVE INFORMATION**

Item no.	Item description	Classification to be considered	Remarks
1.	Existence of project	OFFICIAL	Shared on a need to know basis in line with Official Secrets Act.
2.	Business card level details (e.g. names, roles, business email, etc)	OFFICIAL	Shared on a need to know basis in line with Official Secrets Act.
3.	Project plans, progress reports, agendas, minutes of meetings, general client correspondence, etc that are part of the contracted project documentation.	OFFICIAL	Shared on a need to know basis in line with Official Secrets Act.
4.	Detailed project construction details. Specification and plans of existing sites	OFFICIAL	Shared on a need to know basis in line with Official Secrets Act.
5.	Detailed physical IT infrastructure for data network designs	OFFICIAL SENSITIVE	Use of Defence Share for all OS transmission of documents until an accredited solution can be provided. If in any doubt to the classification of building or site being surveyed, please contact DIO Project Manager and Establishment Security officers to confirm the classification.
6.	Any site plans, including but not limited to site services infrastructure, fire alarms, garrison tannoy, CCTV, Pits and Duct routes	OFFICIAL SENSITIVE	Use of Defence Share for all OS transmission of documents until an accredited solution can be provided. If in any doubt to the classification of building or site being surveyed, please contact DIO Project Manager and Establishment Security officers to confirm the classification
7.	Drawings, and photographs, fences, emergency generators, tunnels, ammunition facilities, M&E/B&CE Services, etc which cannot be visually obtained from uncontrolled areas	OFFICIAL SENSITIVE	Use of Defence Share for all OS transmission of documents until an accredited solution can be provided.

			If in any doubt to the classification of building or site being surveyed, please contact DIO Project Manager and Establishment Security officers to confirm the classification.
8.	Environmental Surveys and Impact statement	OFFICIAL	Shared on a need to know basis in line with Official Secrets Act.

ANNEX C: UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS³

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: SPODSR-IIPCSy@mod.gov.uk).

Definitions

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable

³ JSP 440 Leaflet 6a Annex C

steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.
<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>
<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and

verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “*least privilege*” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be “*strong*” using an appropriate method to achieve this, e.g. including numeric and “*special*” characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “Logon Banner” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “un-trusted” systems unless protected by a firewall (a software based personal firewall is the

minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites⁴. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

Email: DefenceWARP@mod.gov.uk (OFFICIAL with no NTK restrictions)

RLI Email: defencewarp@modnet.rli.uk (MULTIUSER)

Telephone (Office hours): +44 (0) 30 6770 2185

Mail: Defence Industry WARP, DE&S PSyA Office

MOD Abbey Wood, NH2 Poplar-1 #2004, Bristol, BS34 8JH

⁴ Secure Sites are defined as either Government premises or a secured office on the contractor premises.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[Industry Security Notice \(ISN\) - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Sub-Contracts

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018 May Contractual process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 31 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Special Call-Off Schedule 28 Annex D

Dated: 3 April 2023

OFFICIAL SECRETS ACT SECTION 2

Defence

1. A person who is or has been a Crown servant or government contractor is guilty of an offence if without lawful authority he makes a damaging disclosure of any information, document or other article relating to defence which is or has been in his possession by virtue of his position as such.
2. For the purposes of subsection 1. above, a disclosure is damaging if:
 - a. It damages the capability of, or of any part of, the armed forces of the Crown to carry out their tasks or leads to loss of life or injury to members of those forces or serious damage to the equipment or installations of those forces; or
 - b. Otherwise than as mentioned in paragraph a. above, it endangers the interests of the United Kingdom abroad, seriously obstructs the promotion or protection by the United Kingdom of those interests or endangers the safety of British citizens abroad; or
 - c. It is of information or of a document or article which is such that its unauthorised disclosure would be likely to have any of those effects.
3. It is a defense for a person charged with an offence under this section to prove that at the time of the alleged offence he did not know, and had no reasonable cause to believe, that the information, document or article in question related to Defence or that its disclosure would be damaging within the meaning of subsection 1. above.
4. In this section 'Defence' means:
 - a. The size, shape, organization, logistics, order of battle, deployment, operations, state of readiness and training of the armed forces of the Crown;
 - b. The weapons, stores or other equipment of those forces and the invention, development, production and operation of such equipment and research relating to it;
 - c. Defence policy and strategy and military planning and intelligence;
 - d. Plans and measures for the maintenance of essential supplies and services that are or would be needed in time of war.

Definitions

1. Reference in this Condition to:

- a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
- b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and
- c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

- a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.
- b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.
- c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

⁵ Edition 06/21

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.
4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:
- a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
 - b) where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of their Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:
- a) was not born in the United Kingdom; or
 - b) if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

a) The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.

b) Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager/Equipment Support Manager.

c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.

d) The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.

e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their

Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

- a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:
 - i. any health and safety hazards associated with the work to be performed by them or any of their Representatives;
 - ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and
 - iii. any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.
- b) The Authority shall notify the Contractor of:
 - i. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
 - ii. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and
 - iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.
- c) The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:
 - i. the hazards, risks and precautions notified by them to the Authority under sub-Clause

16.a);

ii. the hazards, risks and precautions notified by the Authority to the Contractor under subClause iii. 16.b); and

iv. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.

d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:

i. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub- Clause 16.a);

ii. copies of any related risk assessments; and

iii. copies of any notifications and instructions issued by them to their Representatives under sub- Clause 16.c).

e) The Authority shall provide the Contractor with:

i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);

ii. copies of any related risk assessments;
and

iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).

DEFCON 531: DISCLOSURE OF INFORMATION⁶

1. 'Information' means any information in any written or other tangible form disclosed to one party by or on behalf of the other party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract.
2. Subject to Clauses 5 to 10 each party:
 - a) shall treat in confidence all Information it receives from the other;
 - b) shall not disclose any of that Information to any third party without the prior written consent of the other party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - c) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - d) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
3. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - a) is disclosed to their employees and sub-contractors, only to the extent necessary for the performance of the Contract; and
 - b) is treated in confidence by them and not disclosed except with prior written consent or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract under it.
4. The Contractor shall ensure that their employees are aware of their arrangements for discharging the obligations at Clauses 2 and 3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
5. A party shall not be in breach of Clauses, 3, 7, 8 and 9 to the extent that either party:
 - a) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - b) has the right to use or disclose the Information in accordance with other conditions of the Contract; or c) can show:
 - i. that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties;
 - ii. that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;
 - iii. that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or iv. from its records that the same information was derived independently of that received under or in connection with the Contract; provided the relationship to any other Information is not revealed.

⁶ Edition 09/21

6. Neither party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.
7. The Authority may disclose the Information:
 - a) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
 - b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c) subject to Clause 8 below, to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - d) subject to Clause 8 below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in DEFCON 501 (including benchmarking organisation) for any purpose relating to or connected with this Contract;
 - e) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - f) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; 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 Authority under this DEFCON.
8. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with Clauses 7.c or 7.d above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of

Information made under Clause 7.c above, if reasonably requested by the

Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this DEFCON.
9. Before sharing any Information in accordance with clause 7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.
10. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall

exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at law.

11. Nothing in this Condition shall affect the parties' obligations of confidentiality where information is disclosed orally in confidence.

DEFCON 658: CYBER⁷

1. Definitions

1.1. In this Condition the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Associated Company” means:

1. any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
2. any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking; **“Cyber Risk Profile”** means the level of cyber risk relating to this Contract assessed by the Authority or in relation to any Sub-contract assessed by the Contractor, in each case in accordance with the Cyber Security Model;

“Cyber Implementation Plan” means the plan referred to in Clause 3 of this Condition;

“Cyber Security Incident” means an event, act or omission which gives rise or may give rise to:

- (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
- (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
- (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
- (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;

“Cyber Security Instructions” means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;

“Cyber Security Model” and **“CSM”** mean the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service; **“CSM Risk Assessment Process”** means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Contract and any Sub-contract; **“CSM Supplier Assurance Questionnaire”** means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with this Condition;

“Data” means any 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

⁷ Edition 9/21

media; **“DEFSTAN 05-138”** means the Defence Standard 05-138 as amended or replaced from time to time;

“Electronic Information” means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

“Good Industry Practice” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;

“ISN” means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at:

<https://www.gov.uk/government/publications/industry-security-noticesisns>;

“JSyCC WARP” means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;

“MOD Identifiable Information” means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;

“NSA/DSA” means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

“Sites” means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;

“Sub-contract” means any sub-contract awarded directly by the Contractor as a consequence of or in connection with this Contract; **“Sub-contractor”** means a sub-contractor or any Associated Company of the Contractor who provides Contractor Deliverables in connection with this Contract but only to the extent that the Sub-contractor processes, stores or transmits MOD Identifiable Information under their Subcontract;

“Supplier Cyber Protection Service” means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.

2. Authority Obligations 2.1. The Authority

shall:

- 2.1.1. determine the Cyber Risk Profile appropriate to this Contract and notify the Contractor of the same at the earliest possible date; and
- 2.1.2. notify the Contractor as soon as reasonably practicable where the Authority reassesses the Cyber Risk Profile relating to this Contract, which shall be in accordance with Clause 7.

3. Contractor Obligations

3.1. The Contractor shall, and shall procure that their Sub-contractors shall:

- 3.1.1. comply with DEFSTAN 05-138 or, where applicable, the Cyber Implementation Plan attached to this Contract and for the avoidance of doubt any Cyber Implementation Plan shall be prepared and implemented in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the

Authority and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect their own proprietary information;

- 3.1.2. complete the CSM Risk Assessment Process in accordance with the Authority's instructions, ensuring that any change in the Cyber Risk Profile is notified to any affected Sub-contractor, and complete a further CSM Risk Assessment or CSM Supplier Assurance Questionnaire where a change is proposed to the Contractor's supply chain or on receipt of any reasonable request by the Authority;
- 3.1.3. re-perform the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire to demonstrate continued compliance with the Cyber Security Instructions;
- 3.1.4. having regard to the state of technological development, implement and maintain all appropriate technical and organisational security measures to discharge their obligations under this Condition in accordance with Good Industry Practice *provided always that* where there is a conflict between the Contractor's obligations under 3.1.1 above and this 3.1.4 the Contractor shall notify the Authority in accordance with the notification provisions in DEFSTAN 05-138 as soon as they become aware of the conflict and the Authority shall determine which standard or measure shall take precedence;
- 3.1.5. comply with all Cyber Security Instructions notified to it by the Authority as soon as reasonably practicable;
- 3.1.6. notify the JSyCC WARP in accordance with ISN 2017/03 as amended or updated from time to time and the Contractors NSA/DSA, and in the case of a Sub-contractor also notify the Contractor, immediately in writing as soon as they know or believe that a Cyber Security Incident has or may have taken place providing initial details of the circumstances of the incident and any mitigation measures already taken or intended to be taken, and providing further information in phases, as full details become available;
- 3.1.7. in coordination with their NSA/DSA, investigate any Cyber Security Incidents fully and promptly and co-operate with the Authority and its agents and representatives to take all steps to mitigate the impact of the Cyber Security Incident and minimise the likelihood of any further similar Cyber Security Incidents. For the avoidance of doubt, this shall include complying with any reasonable technical or organisational security measures deemed appropriate by the Authority and the Contractors NSA/DSA in the circumstances and taking into account the Cyber Risk Profile; and
- 3.1.8. consent to the Authority recording and using information obtained via the Supplier Cyber Protection Service in relation to the Contract for the purposes of the Cyber Security Model which shall include any agreed Cyber Implementation Plan. For the avoidance of doubt such information shall include the cyber security accreditation of the Contractor and/or Sub-contractor as appropriate; and
- 3.1.9. include provisions equivalent to those set out in the Annex to this Condition (the "equivalent provisions") in all relevant Subcontracts.

4. Management Of Sub-Contractors

- 4.1. Provided that it is reasonable in all the circumstances to do so, the Authority agrees that the Contractor shall be entitled to rely on the selfcertification by the Sub-contractor of their compliance with this Condition in accordance with 3.1.1 above.
- 4.2. Where a Sub-contractor notifies the Contractor that it cannot comply with the requirements of DEFSTAN 05-138, the Contractor shall require a Subcontractor to prepare and implement a Cyber

Implementation Plan in accordance with Good Industry Practice taking account of any risk-balance case and any mitigation measures required by the Contractor and shall ensure that any measures taken to protect MOD Identifiable Information are no less stringent than those taken to protect the proprietary information of the Sub-contractor. Where the Contractor has reasonably relied on the Sub-contractor's self-certification and the Sub-contractor is subsequently found to be in breach of their obligations, the Contractor shall not be in breach of this Condition.

- 4.3. The Contractor shall, and shall require their Sub-contractors to, include provisions equivalent to those set out in the Annex to this Condition in all relevant Sub-contracts and shall notify the Authority in the event that they become aware of any material breach of the provisions set out in the Annex by their Sub-contractor.

5. Records

- 5.1. The Contractor shall keep and maintain, and shall ensure that any Subcontractor shall keep and maintain, until 6 years after termination or end of Contract term or final payment under this Contract, or as long a period as may be agreed between the Parties, full and accurate records including but not limited to:

- 5.1.1. copies of all documents required to demonstrate compliance with DEFSTAN 05-138 and this Condition, including but not limited to any information used to inform the CSM Risk Assessment Process and to carry out the CSM Supplier Assurance Questionnaire, together with any certificates issued to the Contractor and/or Sub-contractor; and
- 5.1.2. copies of all documents demonstrating compliance with 3.1.5 and in relation to any notifications made under 3.1.6 and/or investigation under 3.1.7.

- 5.2. The Contractor shall, and shall ensure that any Sub-contractor shall, on request provide the Authority, the Authority's representatives and/or the Contractors NSA/DSA such access to those records under 5.1 as may be required in connection with this Contract.

6. Audit

- 6.1. In the event of a Cyber Security Incident the Contractor agrees that the Authority and its representatives, in coordination with the Contractor's NSA/DSA, may conduct such audits as are required to establish (i) the cause of the Cyber Security Incident, (ii) the impact of the Cyber Security Incident, (iii) the MOD Identifiable Information affected, and (iv) the work carried out by the Contractor to resolve the Cyber Security Incident and to mitigate the effects, to ensure that the Cyber Security Incident is resolved to the satisfaction of the Authority and the NSA/DSA.

- 6.2. In addition to the rights in 6.1 above the Authority or its representatives and/or the Contractor's NSA/DSA, either solely or in any combination, may at any time during a period of six (6) years after termination of the Contract or the end of the Contract term or final payment under the Contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Contractor continues to hold MOD Identifiable Information:

- 6.2.1. to review and verify the integrity, confidentiality and security of any MOD Identifiable Information; and
- 6.2.2. to review the Contractor's and/or any Sub-contractor's compliance with their obligations under DEFSTAN 05-138 or a Cyber Implementation Plan; and
- 6.2.3. to review any records created during the provision of the Contractor Deliverables, including but not limited to any documents, reports and minutes which refer or relate to the Contractor Deliverables for the purposes of 5.1.1 and 5.1.2 above.

- 6.3. The Authority, acting reasonably and having regard to the confidentiality and security obligations owed by the Contractor to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of the Contractor but shall make the ultimate decision on the scope. For the avoidance of doubt the scope of the audit shall not grant the Authority any unsupervised access to any of the Contractor's information systems or electronic communications

networks. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor and/or Sub-contractor or delay the provision of the Contractor Deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.

6.4. The Contractor shall, and shall ensure that any Sub-contractor shall on demand provide the Authority and any relevant regulatory body, including the Contractor's NSA/DSA, (and/or their agents or representatives), together "the Auditors", with all reasonable co-operation and assistance in relation to each audit, including but not limited to:

6.4.1. all information requested by the Authority within the permitted scope of the audit;

6.4.2. reasonable access to any Sites controlled by the Contractor or any Associated Company used in the performance of the Contract to the extent required within the permitted scope of the audit and, where such Sites are outwith the control of the Contractor, shall secure sufficient rights of access for the Auditors as shall be necessary to allow audits to take place; and

6.4.3. access to any relevant staff.

6.5. The Authority shall endeavour to (but is not obliged to) provide at least 15 calendar days' notice of its intention to conduct an audit.

6.6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Condition, unless the audit identifies a material breach of the terms of this Condition by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred (which shall be evidence to the Contractor) in the course of the audit.

6.7. The Contractor shall in their Sub-contracts procure rights for the Authority to enforce the terms of clause 6 of this Condition in accordance with the Contracts (Rights of Third Parties) Act 1999.

7. General

7.1. On termination or expiry of this Contract the provisions of this Condition excepting 3.1.2 and 3.1.3 above shall continue in force so long as the Contractor and/or and Sub-contractor holds any MOD Identifiable Information relating to this Contract.

7.2. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties under this Condition that have accrued up to the date of termination or expiry, including but not limited to the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

7.3. The Contractor agrees that the Authority has absolute discretion to determine changes to DEFSTAN 05-138 or the Cyber Risk Profile or both and issue new or updated Cyber Security Instructions. In the event that there is such a change to DEFSTAN 05-138 or the Cyber Risk Profile or both, then either Party may seek an adjustment to the Contract Price for any associated increase or decrease in costs and the Contractor may request an extension of time for compliance with such revised or amended DEFSTAN 05-138 or Cyber Risk Profile or both *provided always that* the Contractor shall seek to mitigate the impact on time and cost to the extent which it is reasonably practicable to do so and *further provided that* such costs shall not be allowed unless they are considered to be appropriate, attributable to the Contract and reasonable in all the circumstances.

7.4. Subject to 7.3 above, where the Contractor seeks such adjustment or extension, the Authority will proceed in accordance with DEFCON 620 or any agreed alternative change control procedure to determine the request for adjustment or extension. The Contractor must deliver a Contractor Change Proposal to the Authority within eight (8) weeks (or other period agreed by the parties) of the occurrence of the change in DEFSTAN 05138 or Cyber Risk Profile or both, identifying the impact of that change and accompanied by full details of the request for adjustment. For the avoidance of doubt, the Authority shall not be required to withdraw any Authority Notice of Change which may have been issued insofar as it relates to DEFSTAN 05-138 or the Cyber Risk

Profile or both whether or not the Contractor Change Proposal is rejected. If the Contractor does not agree with the Authority's determination, then the provisions of DEFCON 530 or any agreed alternative dispute resolution procedure provided for in the Contract shall apply.

- 7.5. The Contractor shall not recover any costs and/or other losses under or in connection with this Condition where such costs and/or other losses are recoverable or have been recovered by the Contractor elsewhere in this Contract or otherwise. For the avoidance of doubt this shall include but not be limited to the cost of implementing any upgrades or changes to any information system or electronic communications network whether in response to a Cyber Security Incident or otherwise, where the Contractor is able to or has recovered such sums in any other provision of this Contract or has recovered such costs and/or losses in other contracts between the Contractor and the Authority or with other bodies.

DEFCON 660: OFFICIAL-SENSITIVE SECURITY REQUIREMENTS⁸

1. In this condition 'Information' means information recorded in any form disclosed or created in connection with the Contract.
2. The Contractor shall protect all Information relating to the aspects designated OFFICIAL-SENSITIVE as identified in the security aspects letter annexed to the Contract, in accordance with the official security conditions contained in the contract or annexed to the security aspects letter⁹.111111
3. The Contractor shall include the requirements and obligations set out in clause 2 in any sub-contract placed in connection with or for the purposes of the Contract which requires disclosure of OFFICIAL-SENSITIVE Information to the subcontractor or under which any Information relating to aspects designated as OFFICIAL-SENSITIVE is created by the subcontractor. The Contractor shall also include in the sub-contract a requirement for the subcontractor to flow the requirements of this clause to its subcontractors and through all levels of the supply chain to the lowest level where any OFFICIAL-SENSITIVE Information is handled.

⁸ Edition 12/15

⁹ Annex C

OFFICIAL

Special Call-Off Schedule 28 Annex I
Dated: 3 April 2023

SAL ACKNOWLEDGMENT SHEET

I confirm that I have read, understood, and will comply with:

I understand that the work on projects for the 707310451 GPSS Legal Support is of a sensitive nature and will only discuss specifics of the work with those that need to know for the delivery of the project.

I understand that failure to adhere to the Information Security management arrangements detailed in the above document or other documents referenced by it may result in disciplinary action being taken by the parent company; the revoking of my Security Clearance and site access and also potentially could lead to prosecution under the Official Secrets Act.

I understand that any questions regarding security should be directed to the Project Manager in the first instance.

Signed *Katherine Douglas*

Name ...Katherine Douglas.....

Date20 April 2023.....

Special Call-Off Schedule 29 (DEFFORM 111)

DEFFORM 111
(Edn 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Soma Mohacsi

Address: Defence Infrastructure
Organisation | Delancey
Building (IDL 448)Army HQ | Marlborough Lines
| Monxton Road | Andover |
SP11 8HJ

Email:

Soma.Mohacsi100@mod.gov.uk**8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**2. Project Manager, Equipment Support Manager or PT Leader**
(from whom technical information is available)

Name: Jane Taylor

Address Senior Estates
Surveyor I Estates -
Acquisitions and Disposals I
Defence Infrastructure
Organisation I Zone H, 5th
Floor Main Building I MOD
Main Building Horse Guards
Avenue I Whitehall I London I
SW1A 2HB

Email:

Jane.Taylor408@mod.gov.uk**9. Consignment Instructions**

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

(Where no address is shown
please contact the Project Team in
Box 2)**10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

OFFICIAL

(b) U.I.N.	Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.
5. Drawings/Specifications are available from	11. The Invoice Paying Authority Ministry of Defence ☎ 0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement
6. Intentionally Blank	12. Forms and Documentation are available through *: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk
7. Quality Assurance Representative: Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].	* NOTE 1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm 2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Special Call-Off Schedule 30 (Tasking Process)

Tasking Order Process

1. The Authority shall be able to instruct the Supplier to carry out one of the Deliverables in respect of a specific Authority Project or Site (List of applicable sites at 3.4 of Schedule 20 - Specification) via Tasking Order Part 1.
2. The Authority shall provide the Tasking Order in accordance with the template at Annex A – Tasking Order Form Template to this Schedule. Where necessary, the Authority shall provide all relevant background information as an appendix to the Tasking Order.
3. All Tasking Orders shall be given a unique number which will be used by both parties to track its progress.
4. The Supplier shall respond to the Tasking Order Part 1 within 10 working days by completing all sections of the Tasking Order Part 2 including pricing in accordance with the requirements of Schedule 5 – Pricing Details and the Tasking Order Part 1.
5. Upon receipt of the Tasking Order Part 2, the Authority shall use reasonable endeavours to approve or reject the proposal within 10 working days.
6. Should the Tasking Order Part 2 be approved by the Authority, the Supplier shall complete the task in accordance with the approved Tasking Order Form.
7. Tasking Orders shall be approved at the sole discretion of the Authority.
8. Once the task is complete, the Supplier shall invoice for payment in accordance with the Call-Off Contract.
9. A process flow chart of the process is included at Annex A – Appendix 1 to this schedule for information purposes only.

Special Call-Off Schedule 30 Annex A – Tasking Order Form Template

AUTHORITY TO PROCEED – Tasking Order Form

Contract Number: 707310451

GPSS Legal Support

To:

From: DIO Commercial, Marlborough Lines, Delancey Bldg (IDL448), Monxton Road,
Andover, SP11 8HJ

Email:

An Authority to Proceed must be completed, prior to any commencement of work. Rates shall be as agreed in the Contract referenced above.

PART 1 - STATEMENT OF REQUIREMENT – (to be completed by the DIO A&D Case Officer)

Task Title			
Task Brief:	Deliverables: Timings:		
Pricing Type	Please Select from below: Firm Price: <input type="checkbox"/> Limit of Liability: <input type="checkbox"/> Not to exceed: <input type="checkbox"/>		
DIO Case Officer (Name):	Case Officer (Signature):	Request Date:	
Task Order Reference number:			
Payment method	<input type="checkbox"/> MOD	Contact Details Contact Name: Signature: Email: Company Name: Address:	

OFFICIAL

		Email: Contact Number:	
Date Response Required by Supplier:	Commercial Authorisation (Name):	Commercial Authorisation (Signature):	Date:

PART 2 – Offer (To be completed by the Supplier and returned to DIO Commercial and DIO Case Officer)

Tasking Completion Plan in hours by grade and hourly rate. – detailed in PART 1		Tasking Completion Plan	
Date Received from DIO:			
		(Attach cost breakdown as an Annex if required) £	
Supplier Authorisation (Name):	Supplier Authorisation (Signature):	Date Returned:	
Anticipated Start Date:		Anticipated End Date:	

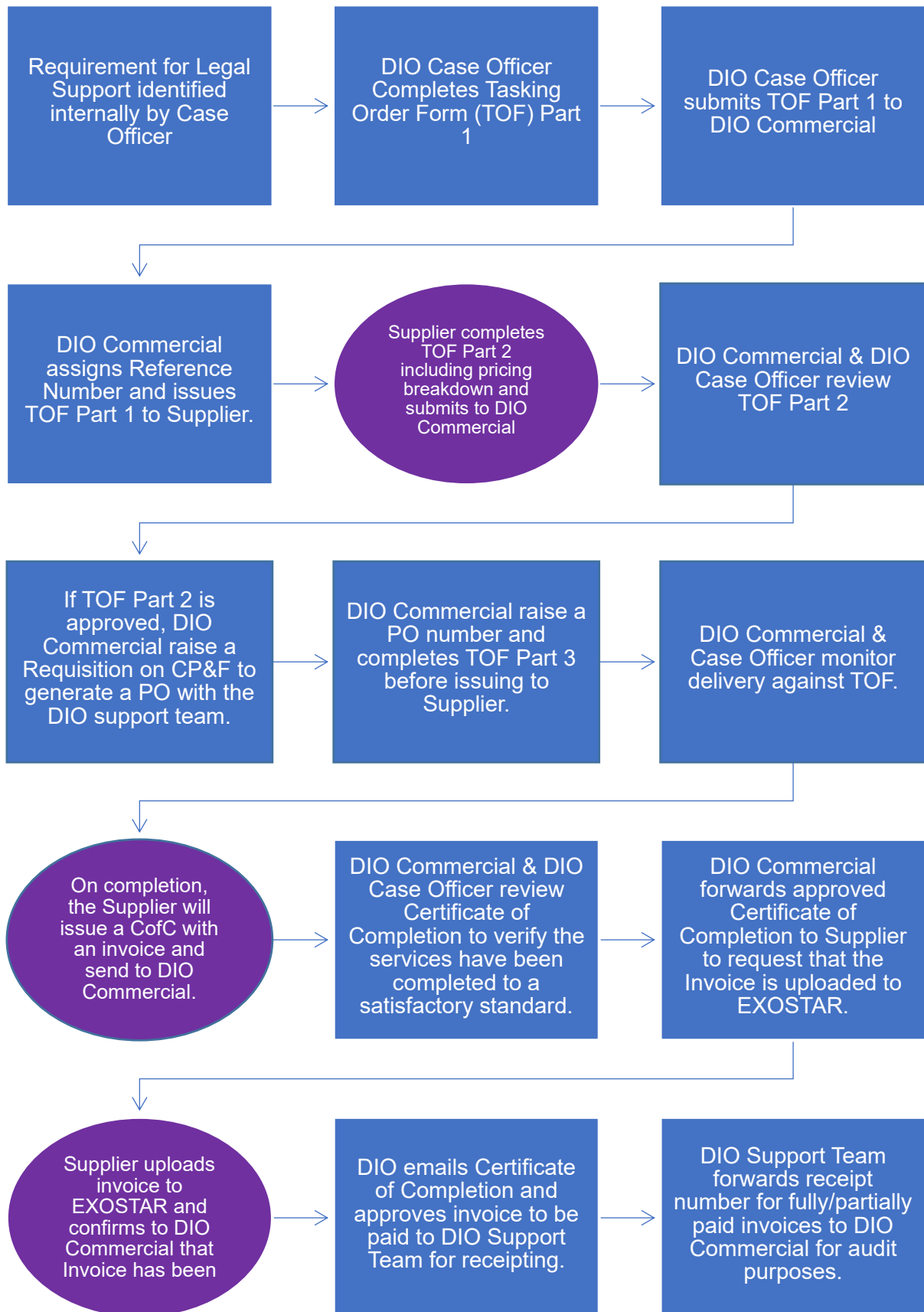
Part 3 – Authorisation (To be completed by DIO)

Date Received from Supplier:	In Budget: Y / N	Detail of action if No:	
DIO Case Officer (Name):		DIO Case Officer (Signature):	Request Date:
Commercial Authorisation (Name):		Commercial Authorisation (Signature):	Date:
CP&F NCR No:		UIN number: D4440F	VAT included: Y/N

Special Call-Off Schedule 30 Annex A Appendix 1 – Tasking Flow Chart

1. The flow chart below is for information purposes only:

OFFICIAL



OFFICIAL

Special Call-Off Schedule 31 (Certificate of Completion)

MINISTRY OF DEFENCE
DEFENCE INFRASTRUCTURE ORGANISATION Contract No: 707310451
GPSS Legal Support

CERTIFICATE OF COMPLETION OF TASKING ORDER INSTRUCTION

TASK TITLE:

Tasking Order Reference: XXXX
Purchase Order Number: XXXX
Total PO Value: £XX,XXX.XX
Value Claimed: £XX,XXX.XX
Supplier: XXXX
Suppliers address: XXXX

Certificate of Completion

I certify that the agreed deliverables in the above Tasking Order/Purchase Order instruction has been completed on the date/s set out below.

Completed Taskings	Date of completion	Value Requested (£)
example: Land Sale Agreement Review	DD/MM/YYYY	£XX,XXX.XX

Completion Evidence to support the claim

example: Land Sale Agreement reviewed document and advice delivered to DIO DD/MM/YYYY

Supplier signature:

Name (in capitals):

Name of Supplier: XXXX

Date: DD/MM/YYYY

Approved by DIO (signature) :

Print Name:

Date: DD/MM/YYYY

This Certificate must be submitted with the invoice to ensure payment in the required timescale.

Special Call-Off Schedule 31 – Appendix 1

Supplier Certificate of Completion Guide

Once approved by the A&D Case Officer the Certificate of Completion is submitted by the Supplier with their final invoice for payment following completion of an agreed Tasking Order task.

Step 1

1. The Supplier drafts the Certificate of Completion Form following completion, to the satisfaction of the Case Officer, of an approved Tasking Order (TO) task.
2. It is anticipated that the DIO Case Officer and the Supplier will be in dialogue so that no Certificate of Completion should be submitted without prior Case Officer knowledge.
3. The Certificate of Completion references the Project, the TO reference number, the Purchase Order (PO) and agreed PO value and the value the Supplier is invoicing for.
4. The Supplier also references the evidence that the Task is completed, e.g. Land Sale Agreement report dated DD/MM/YYYY
5. The Supplier sends the signed and dated Completion Certificate with the draft invoice to the DIO Case Officer for their approval (copying in DIO Commercial Representative)

Step 2

1. The Case Officer approves and returns the signed and dated Certificate of Completion back to the Supplier (copying in DIO Commercial). If not approved DIO Case Officer to liaise with the Supplier & notify DIO Commercial.
2. The Supplier submits their Final Invoice and the completed Certificate of Completion to DIO Commercial (copying in the A&D Case Officer), and the Supplier carries out the necessary actions in EXOSTAR (linked to CP&F). The Supplier confirms to DIO Commercial that the electronic invoice has been uploaded on EXOSTAR.
3. DIO Estate Support Team receipt the invoice on CP&F.
4. Copies of TO's, PO's, Invoices and Certificates of Completion will be retained by DIO Commercial. Copies of TO's and Final Reports will be uploaded on to Defence Share by DIO Commercial.
5. For any queries or issues regarding Completion Certificates the Supplier should contact DIO Commercial in the first instance.