**Attachment 5 – Order Form**

**Order Form**

CALL-OFF REFERENCE: **CCCC20B64**

THE BUYER: **Crown Commercial Service**

BUYER ADDRESS **REDACTED**

THE SUPPLIER: MediaSense Communications Ltd

SUPPLIER ADDRESS: **REDACTED**

REGISTRATION NUMBER: **REDACTED**

DUNS NUMBER: **REDACTED**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Thursday 17th December 2020.

It’s issued under the Framework Contract with the reference number RM6135 Communication Performance Audit and Analysis for the provision of Consultant for Media Services Framework RM6123.

CALL-OFF LOT:

**Lot 3: Ecosystem Strategic Advice and Support**

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6135
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6135
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 10 (Rectification Plan)
* Call-Off Schedules for RM6135
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call Off Tender)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.7) – this is provided in a separate document; see CCCC20B64 - Core terms 3.0.7.
2. Joint Schedule 5 (Corporate Social Responsibility) RM6135

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 START DATE: Thursday 17th December 2020

CALL-OFF EXPIRY DATE: Friday 16th December 2022

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

• Payment can only be made following satisfactory delivery of pre-agreed deliverables, at the end of each stage prior to commencing the next stage of delivery. A breakdown of work completed against the scope in section 2 of the Specification and associated costs should be submitted by the Supplier.

• Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

• Invoices should be submitted to: supplierinvoices@crowncommercial.gov.uk

• CCS standard invoicing terms apply. Payment terms are within 30 days of receipt of a correct and valid invoice.

BUYER’S INVOICE ADDRESS:

Crown Commercial Service

**REDACTED**

BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED**

SUPPLIER’S CONTRACT MANAGER

**REDACTED**

PROGRESS REPORT/MEETING FREQUENCY

All MI returns to be returned to CCS by the 7th working day each month. The Supplier will also provide regular bi-weekly updates on progress against the contract deliverables.

KEY STAFF

**REDACTED**

KEY SUBCONTRACTOR(S)

**REDACTED**

Provision of specialist advice on designing and implementing CSSPs/trading desks for major advertisers.

**REDACTED**

Provision of specialist advice in Out of Home marketplace, trading and commercial negotiations.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable – NDA signed to cover client sensitive information. Refer to Annex A – Non-Disclosure Agreement.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED** | Signature: | **REDACTED** |
| Name: | **REDACTED** | Name: | **REDACTED** |
| Role: | Business Director | Role: | Finance Business Partner |
| Date: | 8/1/21 | Date: | 15/1/21 |

**Call-Off Schedule 20 (Call-Off Specification)**

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

# scope of requirement

## We require a specialist consultancy that can provide us with analysis of our current framework and customer requirements, and support us in the delivery of a well-researched, evidenced and strategically-sound sourcing process to a suitable agreement. We want to ensure that our new framework and the clauses in our contracts reflect our customer needs, provide best value to the taxpayer, are industry-leading throughout the duration, and are manageable for our supplier/s.

## The Supplier will bring market expertise and specialist knowledge to ensure our framework is adopting the full range of best practices and opportunities in the market.

## It is important that these deliverables are produced with international capabilities in mind. For the purposes of the deliverables, international can be treated as a single supply chain rather than divided regionally.

## **Stage 1 — Recommendations**

### **REDACTED**

# The requirement

## The Supplier must have access to appropriate resources which will allow for them to thoroughly assess the media market, based on the deliverables.

## It is important that our chosen Supplier is seen with a degree of independence within the industry, and is able to interface with ISBA and IPA during the project.

## The Supplier will be expected to attend all key meetings throughout the process. These meetings will enable the Supplier to produce the required deliverables and communicate progress against them. To clarify we are not paying for attendance at meetings or billable hours, we will be paying for specified deliverables.

## CCS intends for the Supplier to operate as a trusted advisor to support the development of our model, advice on best practices in tender documentation and provide validation and input throughout the process. The actual procurement of the new framework will be run by CCS with the Supplier feeding in where requested.

## The following aspects will be managed internally and are therefore out of scope:

* + - Systems, processes and resources to manage the Request for Proposal (RFP)/Official Journal of the European Union (OJEU) process
		- Chairing, management and organisation of pitch meetings with the invited agencies
		- Activity relating to existing RM6003 Media Buying framework (e.g. auditing, exit management, and agency transition etc)
		- Ongoing audit activity for the new media buying framework
		- Venue hire or arrangement for meetings, briefings, industry sessions etc

## CCS will also be managing any required engagements with potential suppliers and industry bodies. We welcome introductions, suggestions, inputs and attendance from the supplier but would deem such activities to be outside of the scope of the service.

## Any such introductions, suggestions, inputs and attendance by the Supplier must be delivered in an impartial manner and not subject to any third party arrangements that could be interpreted as a conflict of interest.

## We expect the Supplier to be willing to stand behind the advice given and the evaluation should there be a legal challenge to the result of the framework procurement by an unsuccessful bidder.

## The Supplier is required to provide all relevant records and evidence to support the advice and recommendations given to CCS as inputs into the decision-making process. The Supplier records will be fully available to CCS should the framework procurement outcome encounter a legal challenge.

## CCS and the Supplier will attend bi weekly meetings to review timescales and progress against deliverables.

## CCS will provide designated resource and contact points for the Supplier as well as providing access to key personnel and documentation as required and relevant.

## The key CCS stakeholders will be:

## **REDACTED**

## The supplier should note the following indicative milestones of the procurement project:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Time Frame** |
| 1 | Final Model Submission | **REDACTED** |
| 2 | All Procurement Documents Submitted | **REDACTED** |
| 3 | OJEU Release | **REDACTED** |
| 4 | OJEU Close and Evaluation | **REDACTED** |
| 5 | Award | **REDACTED** |
| 6 | Transition Planning | **REDACTED** |

# key milestones and Deliverables

## The following critical Contract deliverables shall apply:

## **REDACTED**

#

# MANAGEMENT INFORMATION/reporting

## Standard CCS monthly MI reporting will be required under the framework by the successful Supplier. For further information on this please see the terms of the framework contract RM6135.

# volumes

## Specific deliverable (output) quantities are detailed within Section 5 Scope of the Requirement where relevant.

# continuous improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# quality

## Quality and detail will be in line with the above detailed Section 5 Scope of the Requirement and will be under the CCS RM6135 Communication Performance Audit and Analysis framework terms and conditions.

# PRICE

## The Supplier should ensure its prices are within its maximum rates submitted for the framework RM6135.

## Price will form 10% of the evaluation, the remaining criteria 90% will be based on the quality evaluation.

## Pricing will need to be broken down in to the three stages outlined in the scope.

## CCS have a budget range of **REDACTED** excluding VAT. The upper limit of this is not a target or aim but a maximum threshold, which suppliers will need to take in to account when allocating their time and resources against the three core service areas. Quality and expertise will be key in the required service please bear this in mind when bidding.

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

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by reviewing performance against the agreed scope of works and the below KPI’s. This will be reviewed at the monthly contract review meetings.

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| 1 | MI returns:All MI returns to be returned to CCS by the 7th working day each month | Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse (MISO) system) | 100% |
| 2 | The Supplier to work towards continuous improvement and innovation within the contract, seeking ways to improve and streamline methods and the delivery of outputs. | Direction from the Authority at the beginning and during each stage, giving any suggested improvements to ways of working. Suggestions for improvements / innovation to be factored in to services not yet delivered. Innovation within service delivery of scope to be considered by the Supplier at each stage. | 100% |
| 3 | Services to be provided under the scope of work within this contract to the satisfaction of CCS. | Confirmation by the Authority of the Supplier’s performance at the end of each stage (1-3). | 100% |

## The standard framework exit/early termination provisions will apply to this contract.

# Security and CONFIDENTIALITY requirements

## Intellectual property in all documents and outputs produced during the provision of contracted services will remain the property of CCS.

## CCS will determine which documents, if any, can be made available for public review.

## All outputs will be provided in an accessible format, all Excel files must include the original formulas and formatting.

## Any passwords for password protected documents must be shared and made available to CCS on an ongoing basis during and after the service delivery.

## This Statement of Requirements is commercially sensitive and the Non Disclosure Agreement the appointed Supplier signed upon its inclusion in the framework will apply to the content of this Statement of Requirements, the other tender documentation and the results and the deliverables of the contract. No items may be shared beyond the team of the successful Supplier, unless explicitly requested by CCS. Nor can they be used by the Supplier and/ or their subcontractor for any other purposes other than to fulfil this contract.

## All bidding suppliers are expected to act in an impartial manner at all times. The appointed Supplier should not undertake work for other parties during the contract duration, which may create a conflict of interest, unless they can demonstrate to the Authority’s satisfaction that suitable security walls are in place.

# payment AND INVOICING

## Payment can only be made following satisfactory delivery of pre-agreed deliverables, at the end of each stage prior to commencing the next stage of delivery. A breakdown of work completed against the scope in section 6 and associated costs should be submitted by the Supplier.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Invoices should be submitted to: **REDACTED**

## CCS standard invoicing terms apply. Payment terms are within 30 days of receipt of a correct and valid invoice.

# CONTRACT MANAGEMENT

## Final findings/ deliverables should be presented back to CCS at the intervals specifies within the deliverable section 7, the details of the specific deliverables to be provided under contract are shown in section 5 of this document.

## The Supplier will also provide regular bi-weekly updates on progress against the contract deliverables.

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

# Location

## The location of the Services will be carried out remotely at the successful Supplier’s premises. Where required, the Supplier may attend CCS’ offices to present its findings. Due to the national pandemic this is likely to be done remotely via Google Meets or equivalent connectivity software.

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



**Joint Schedule 1 (Definitions)**

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

|  |  |
| --- | --- |
| "Achieve" | 1. in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;
 |
| "Additional Insurances" | 1. insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
 |
| "Admin Fee” | 1. means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees;
 |
| "Affected Party" | 1. the party seeking to claim relief in respect of a Force Majeure Event;
 |
| "Affiliates" | 1. in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
 |
| “Annex” | 1. extra information which supports a Schedule;
 |
| "Approval" | 1. the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly;
 |
| "Audit" | 1. the Relevant Authority’s right to:
2. verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
3. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
4. verify the Open Book Data;
5. verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;
6. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
7. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
8. obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
9. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
10. carry out the Relevant Authority’s internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
11. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or
12. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
 |
| "Auditor" | 1. the Buyer’s internal and external auditors;
2. the Buyer’s statutory or regulatory auditors;
3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
4. HM Treasury or the Cabinet Office;
5. any party formally appointed by the Buyer to carry out audit or similar review functions; and
6. successors or assigns of any of the above;
 |
| "Authority" |  CCS and each Buyer; |
| "Authority Cause" | 1. any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
 |
| "BACS" | 1. the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
 |
| "Beneficiary" | 1. a Party having (or claiming to have) the benefit of an indemnity under this Contract;
 |
| "Buyer" (e.g. Client) | 1. the relevant public sector purchaser identified as such in the Order Form;
 |
| "Buyer Assets" | 1. the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
 |
| "Buyer Authorised Representative" | 1. the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
 |
| "Buyer Premises" | 1. premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
 |
| "Call-Off Contract" | 1. the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
 |
| "Call-Off Contract Period" | 1. the Contract Period in respect of the Call-Off Contract;
 |
| "Call-Off Expiry Date" | 1. the date of the end of a Call-Off Contract as stated in the Order Form;
 |
| "Call-Off Incorporated Terms" | 1. the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
 |
| "Call-Off Initial Period" | 1. the Initial Period of a Call-Off Contract specified in the Order Form;
 |
| "Call-Off Optional Extension Period" | 1. such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
 |
| "Call-Off Procedure" | 1. the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
 |
| "Call-Off Special Terms" | 1. any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
 |
| "Call-Off Start Date" | 1. the date of start of a Call-Off Contract as stated in the Order Form;
 |
| "Call-Off Tender" | 1. the tender submitted by the Supplier in response to the Buyer’s Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
 |
| "CCS" | 1. the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
 |
| "CCS Authorised Representative" | 1. the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
 |
| "Central Government Body" | 1. a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
	1. Government Department;
	2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	3. Non-Ministerial Department; or
	4. Executive Agency;
 |
| "Change in Law" | 1. any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
 |
| "Change of Control" | 1. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
 |
| "Charges" | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| "Claim" | 1. any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
 |
| "Commercially Sensitive Information" | 1. the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
 |
| "Comparable Supply" | 1. the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
 |
| "Compliance Officer" | 1. the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
 |
| "Confidential Information" | 1. means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;
 |
| "Conflict of Interest" | 1. a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
 |
| "Contract" | 1. either the Framework Contract or the Call-Off Contract, as the context requires;
 |
| "Contracts Finder" | 1. the Government’s publishing portal for public sector procurement opportunities;
 |
| "Contract Period" | 1. the term of either a Framework Contract or Call-Off Contract from the earlier of the:
	1. applicable Start Date; or
	2. the Effective Date

until the applicable End Date;  |
| "Contract Value" | 1. the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
 |
| "Contract Year" | 1. a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
 |
| "Control" | 1. control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;
 |
| “Controller” | 1. has the meaning given to it in the GDPR;
 |
| “Core Terms” | CCS’ standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| "Costs" | 1. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:
	1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:
		1. base salary paid to the Supplier Staff;
		2. employer’s National Insurance contributions;
		3. pension contributions;
		4. car allowances;
		5. any other contractual employment benefits;
		6. staff training;
		7. work place accommodation;
		8. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
		9. reasonable recruitment costs, as agreed with the Buyer;
	2. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
	3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
	4. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;
2. but excluding:
	1. Overhead;
	2. financing or similar costs;
	3. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
	4. taxation;
	5. fines and penalties;
	6. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and
	7. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
 |
| "Crown Body" | 1. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
 |
| "CRTPA" | 1. the Contract Rights of Third Parties Act 1999;
 |
| “Data Protection Impact Assessment | 1. an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
 |
| "Data Protection Legislation" | 1. (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
 |
| "Data Protection Officer" | 1. has the meaning given to it in the GDPR;
 |
| "Data Subject" | 1. has the meaning given to it in the GDPR;
 |
| "Data Subject Access Request" | 1. a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
 |
| "Deductions" | 1. all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
 |
| "Default" | 1. any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
 |
| "Default Management Charge" | 1. has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
 |
| "Delay Payments" | 1. the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
 |
| "Deliverables" | 1. Goods and/or Services that may be ordered under the Contract including the Documentation;
 |
| "Delivery" | 1. delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;
 |
| "Disaster" | 1. 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) for the period specified in the Order Form (for the purposes of this definition the **"Disaster Period**");
 |
| "Disclosing Party" | 1. the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
 |
| "Dispute" | 1. any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
 |
| "Dispute Resolution Procedure" | 1. the dispute resolution procedure set out in Clause 34 (Resolving disputes);
 |
| "Documentation" | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:* 1. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
	2. is required by the Supplier in order to provide the Deliverables; and/or
	3. has been or shall be generated for the purpose of providing the Deliverables;
 |
| "DOTAS" | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| “DPA 2018” | the Data Protection Act 2018; |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| "Effective Date" | 1. the date on which the final Party has signed the Contract;
 |
| "EIR" | 1. the Environmental Information Regulations 2004;
 |
| "Employment Regulations" | 1. the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
 |
| "End Date"  | the earlier of: * 1. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or
	2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
 |
| "Environmental Policy" | 1. to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
 |
| “Estimated Year 1 Charges” | 1. the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
 |

|  |  |
| --- | --- |
| "Estimated Yearly Charges" | 1. means for the purposes of calculating each Party’s annual liability under clause 11.2 :
2. i)  in the first Contract Year, the Estimated Year 1 Charges; or
3. ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or

    iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; 1.
 |

|  |  |
| --- | --- |
| "Equality and Human Rights Commission" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
 |
| "Existing IPR" | 1. any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
 |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);  |
| "Extension Period" | 1. the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
 |
| "FOIA" | 1. the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
 |
| "Force Majeure Event" | 1. any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:
	1. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
	2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
	3. acts of a Crown Body, local government or regulatory bodies;
	4. fire, flood or any disaster; or
	5. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
		1. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
		2. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
		3. any failure of delay caused by a lack of funds;
 |
| "Force Majeure Notice" | 1. a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
 |
| "Framework Award Form" | 1. the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
 |
| "Framework Contract" | 1. the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
 |
| "Framework Contract Period" | 1. the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
 |
| "Framework Expiry Date" | 1. the date of the end of the Framework Contract as stated in the Framework Award Form;
 |
| "Framework Incorporated Terms" | 1. the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
 |
| "Framework Initial Period" | 1. the initial term of the Framework Contract as specified in the Framework Award Form;
 |
| "Framework Optional Extension Period" | 1. such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
 |
| "Framework Price(s)" | 1. the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
 |
| "Framework Special Terms" | 1. any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
 |
| "Framework Start Date" | 1. the date of start of the Framework Contract as stated in the Framework Award Form;
 |
| "Framework Tender Response" | 1. the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
 |
| "Further Competition Procedure" | 1. the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
 |
| "GDPR" | 1. the General Data Protection Regulation (Regulation (EU) 2016/679);
 |
| "General Anti-Abuse Rule" | * 1. the legislation in Part 5 of the Finance Act 2013 and; and
	2. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
 |
| "General Change in Law" | 1. a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
 |
| "Goods" | 1. goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
 |
| "Good Industry Practice" | 1. standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
 |
| "Government" | 1. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
 |
| "Government Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which:* + 1. are supplied to the Supplier by or on behalf of the Authority; or
		2. the Supplier is required to generate, process, store or transmit pursuant to a Contract;
 |
| "Government Procurement Card" | 1. the Government’s preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;
 |
| "Guarantor" | 1. the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
 |
| "Halifax Abuse Principle" | 1. the principle explained in the CJEU Case C-255/02 Halifax and others;
 |
| "HMRC" | 1. Her Majesty’s Revenue and Customs;
 |
| "ICT Policy" | 1. the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
 |
| "Impact Assessment" | 1. an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:
	1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
	2. details of the cost of implementing the proposed Variation;
	3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
	4. a timetable for the implementation, together with any proposals for the testing of the Variation; and
	5. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
 |
| "Implementation Plan" | 1. the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
 |
| "Indemnifier" | 1. a Party from whom an indemnity is sought under this Contract;
 |
| “Independent Control” | 1. where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly;
 |
| "Indexation" | 1. the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
 |
| "Information" | 1. has the meaning given under section 84 of the Freedom of Information Act 2000;
 |
| "Information Commissioner" | 1. the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
 |
| "Initial Period" | 1. the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
 |
| "Insolvency Event" | * 1. in respect of a person:
	2. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
	3. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
	4. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
	5. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
	6. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
	7. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
	8. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
	9. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
	10. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
 |
| "Installation Works" | 1. all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
 |
| "Intellectual Property Rights" or "IPR" | * 1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	3. all other rights having equivalent or similar effect in any country or jurisdiction;
 |
| "Invoicing Address" | 1. the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
 |
| "IPR Claim" | 1. any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
 |
| "IR35" | 1. the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;
 |
| “Joint Controller Agreement” | 1. the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*);
 |
| “Joint Controllers” | 1. where two or more Controllers jointly determine the purposes and means of Processing;
 |
| "Key Personnel" | 1. the individuals (if any) identified as such in the Order Form;
 |
| "Key Sub-Contract" | 1. each Sub-Contract with a Key Subcontractor;
 |
| "Key Subcontractor" | 1. any Subcontractor:
	1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
	2. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
	3. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| "Know-How" | 1. all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date;
 |
| "Law" | 1. any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
 |
| “LED” | 1. Law Enforcement Directive (Directive (EU) 2016/680);
 |
| "Losses" | 1. all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
 |
| "Lots" | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| "Man Day" | 1. 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
 |
| "Man Hours" | 1. the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
 |
| "Management Charge" | 1. the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
 |
| "Management Information" or “MI” | 1. the management information specified in Framework Schedule 5 (Management Charges and Information);
 |
| "Marketing Contact" | 1. shall be the person identified in the Framework Award Form;
 |
| “MI Default” | 1. means whentwo (2) MI Reports are not provided in any rolling six (6) month period
 |
| "MI Failure" | 1. means when an MI report:
	1. contains any material errors or material omissions or a missing mandatory field; or
	2. is submitted using an incorrect MI reporting Template; or
	3. is not submitted by the reporting date (including where a declaration of no business should have been filed);
 |
| "MI Report" | 1. means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
 |
| "MI Reporting Template" | 1. means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
 |
| "Milestone" | 1. an event or task described in the Implementation Plan;
 |
| "Milestone Date" | 1. the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
 |
| "Month" | 1. a calendar month and "**Monthly**" shall be interpreted accordingly;
 |
| "National Insurance" | 1. contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
 |
| "New IPR" | * 1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
	2. IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same;
1. but shall not include the Supplier’s Existing IPR;
 |
| "Occasion of Tax Non–Compliance" | 1. where:
	1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
		1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
		2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
	2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
 |
| "Open Book Data " | 1. complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:
	1. the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
	2. operating expenditure relating to the provision of the Deliverables including an analysis showing:
		1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
		2. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
		3. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
		4. Reimbursable Expenses, if allowed under the Order Form;
	3. Overheads;
	4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	5. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
	6. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
	7. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
	8. the actual Costs profile for each Service Period;
 |
| "Order" | 1. means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
 |
| "Order Form" | 1. a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
 |
| "Order Form Template" | 1. the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 |
| "Other Contracting Authority" | 1. any actual or potential Buyer under the Framework Contract;
 |
| "Overhead" | 1. those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
 |
| "Parliament" | 1. takes its natural meaning as interpreted by Law;
 |
| "Party" | 1. in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits;
 |
| "Performance Indicators" or "PIs" | 1. the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
 |
| "Personal Data" | 1. has the meaning given to it in the GDPR;
 |
| “Personal Data Breach” | 1. has the meaning given to it in the GDPR;
 |
| “Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
 |
| "Prescribed Person" | 1. a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>;
 |
| “Processing” | 1. has the meaning given to it in the GDPR;
 |
| “Processor” | 1. has the meaning given to it in the GDPR;
 |
| “Processor Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
 |
| "Progress Meeting" | 1. a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
 |
| "Progress Meeting Frequency" | 1. the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
 |
| “Progress Report” | 1. a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
 |
| “Progress Report Frequency” | 1. the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
 |
| “Prohibited Acts” | * 1. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
		1. induce that person to perform improperly a relevant function or activity; or
		2. reward that person for improper performance of a relevant function or activity;
	2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or
	3. committing any offence:
		1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
		2. under legislation or common law concerning fraudulent acts; or
		3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
	4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
 |
| “Protective Measures” | 1. appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
 |
| “Recall” | 1. a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
 |
| "Recipient Party" | 1. the Party which receives or obtains directly or indirectly Confidential Information;
 |
| "Rectification Plan" | 1. the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan Template)which shall include:
	1. full details of the Default that has occurred, including a root cause analysis;
	2. the actual or anticipated effect of the Default; and
	3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
 |
| "Rectification Plan Process" | 1. the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
 |
| "Regulations" | 1. the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
 |
| "Reimbursable Expenses" | 1. the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:
	1. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
	2. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
 |
| "Relevant Authority" | 1. the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
 |
| "Relevant Authority's Confidential Information" | * 1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);
	2. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and
1. information derived from any of the above;
 |
| "Relevant Requirements" | 1. all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
 |
| "Relevant Tax Authority" | 1. HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
 |
| "Reminder Notice" | 1. a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
 |
| "Replacement Deliverables" | 1. any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
 |
| "Replacement Subcontractor" | 1. a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
 |
| "Replacement Supplier" | 1. any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
 |
| "Request For Information" | 1. a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
 |
| "Required Insurances" | 1. the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
 |
| "Satisfaction Certificate" | 1. the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
 |
| “Schedules" | 1. any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
 |
| "Security Management Plan" | 1. the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
 |
| "Security Policy" | 1. the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
 |
| "Self Audit Certificate" | 1. means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
 |
| "Serious Fraud Office" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
 |
| “Service Levels” | 1. any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
 |
| "Service Period" | 1. has the meaning given to it in the Order Form;
 |
| "Services" | 1. services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
 |
| "Service Transfer" | 1. any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
 |
| "Service Transfer Date" | 1. the date of a Service Transfer;
 |
| "Sites" | 1. any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:
	1. the Deliverables are (or are to be) provided; or
	2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
 |
| "SME" | 1. an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
 |
| "Special Terms" | 1. any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
 |
| "Specific Change in Law" | 1. a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
 |
| "Specification" | 1. the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
 |
| "Standards" | 1. any:
	1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
	2. standards detailed in the specification in Schedule 1 (Specification);
	3. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;
	4. relevant Government codes of practice and guidance applicable from time to time;
 |
| "Start Date" | 1. in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
 |
| "Statement of Requirements" | 1. a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
 |
| "Storage Media" | 1. the part of any device that is capable of storing and retrieving data;
 |
| "Sub-Contract" | 1. any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:
	1. provides the Deliverables (or any part of them);
	2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
	3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
 |
| "Subcontractor" | 1. any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
 |
| "Subprocessor" | 1. any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
 |
| "Supplier" | 1. the person, firm or company identified in the Framework Award Form;
 |
| "Supplier Assets" | 1. all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
 |
| "Supplier Authorised Representative" | 1. the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
 |
| "Supplier's Confidential Information" | * 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;
	2. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract;
	3. Information derived from any of (a) and (b) above;
 |
| **"Supplier's Contract Manager**  | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| "Supplier Equipment" | 1. the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
 |
| "Supplier Non-Performance" | 1. where the Supplier has failed to:
	1. Achieve a Milestone by its Milestone Date;
	2. provide the Goods and/or Services in accordance with the Service Levels ; and/or
	3. comply with an obligation under a Contract;
 |
| "Supplier Profit" | 1. in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
 |
| "Supplier Profit Margin" | 1. in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
 |
| "Supplier Staff" | 1. all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract;
 |
| "Supply Chain Information Report Template" | 1. the document at Annex 1 of Schedule 12 Supply Chain Visibility;
 |
| "Supporting Documentation" | 1. sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
 |
| "Termination Notice" | 1. a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
 |
| "Test Issue" | 1. any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
 |
| "Test Plan" | 1. a plan:
	1. for the Testing of the Deliverables; and
	2. setting out other agreed criteria related to the achievement of Milestones;
 |
| "Tests and Testing" | 1. any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" shall be construed accordingly;
 |
| "Third Party IPR" | 1. Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
 |
| "Transferring Supplier Employees" | 1. those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
 |
| "Transparency Information" | 1. the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and1. (ii) Commercially Sensitive Information;
 |
| "Transparency Reports" | 1. the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
 |
| "Variation" | 1. has the meaning given to it in Clause 24 (Changing the contract);
 |
| "Variation Form" | 1. the form set out in Joint Schedule 2 (Variation Form);
 |
| "Variation Procedure" | 1. the procedure set out in Clause 24 (Changing the contract);
 |
| "VAT" | 1. value added tax in accordance with the provisions of the Value Added Tax Act 1994;
 |
| "VCSE" | 1. a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
 |
| "Worker" | 1. any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
 |
| "Working Day" | 1. any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
 |

**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 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:* **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]
 |
| Financial variation: | Original Contract Value: | £ **[insert** amount] |
| Additional cost due to variation: | £ **[insert** amount] |
| New Contract value: | £ **[insert** amount] |

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

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

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |
|  |  |

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

|  |  |
| --- | --- |
| Signature |  |
| Date |  |
| Name (in Capitals) |  |
| Address |  |

**Joint Schedule 3 (Insurance Requirements)**

1. The insurance you need to have
	1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than:
		1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
		2. the Call-Off Contract Effective Date in respect of the Additional Insurances.
	2. The Insurances shall be:
		1. maintained in accordance with Good Industry Practice;
		2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
		3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
		4. maintained for at least six (6) years after the End Date.
	3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
2. How to manage the insurance
	1. Without limiting the other provisions of this Contract, the Supplier shall:
		1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
		2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
		3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
3. What happens if you aren’t insured
	1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
	2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
4. Evidence of insurance you must provide
	1. The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.
5. Making sure you are insured to the required amount
	1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.
6. Cancelled Insurance
	1. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
	2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
7. Insurance claims
	1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
	2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 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.
	3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
	4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
	1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
	2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
	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).

**Joint Schedule 4 (Commercially Sensitive Information)**

1. What is the Commercially Sensitive Information?
	1. This Schedule is in conjunction with Annex A – Non-Disclosure Agreement.
	2. 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.
	3. 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).
	4. 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** |
| --- | --- | --- | --- |
| 1 | 17/12/2020  | See specification at Call-off Schedule 20 of this Call-off Contract. | 17/12/2020 to 16/12/2022 |

**Joint Schedule 10 (Rectification Plan)**

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

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 B: List of Transparency Reports

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

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

[**Guidance note:** 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), or D3 (LGPS)). 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]

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

|  |  |
| --- | --- |
| "Employee Liability" | 1. 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:
	1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
 |
|  | * 1. unfair, wrongful or constructive dismissal compensation;
 |
|  | * 1. 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;
 |
|  | * 1. compensation for less favourable treatment of part-time workers or fixed term employees;
 |
|  | * 1. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
 |
|  | * 1. claims whether in tort, contract or statute or otherwise;
 |
|  | any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation; |
| "Former Supplier" | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor); |
| "Partial Termination" | 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); |
| "Relevant Transfer" | a transfer of employment to which the Employment Regulations applies; |
| "Relevant Transfer Date" | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| "Supplier's Final Supplier Personnel List" | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| "Supplier's Provisional Supplier Personnel List" | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| "Staffing Information" | 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 Laws), but including in an anonymised format:(a) their ages, dates of commencement of employment or engagement, gender and place of work; |
|  | (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; |
|  | (c) the identity of the employer or relevant contracting Party; |
|  | (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; |
|  | (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; |
|  | (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; |
|  | (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); |
|  | (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;  |
|  | (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and |
|  | (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations; |
| "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 and whose names are provided to the Supplier on or prior to the Relevant Transfer Date; |
| "Transferring Former Supplier Employees" | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

1. 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 Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

1. Which parts of this Schedule apply

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

**[Delete** if not applicable to the Call Off Contract]

* + [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) ]
	+ [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
	+ [Part C (No Staff Transfer On Start Date)]
	+ [Part D (Pensions) ]
		- * [ - Annex D1 (CSPS) ]
			* [ - Annex D2 (NHSPS) ]
			* [ - Annex D3 (LGPS) ]
			* [ - Annex D4 (Other Schemes) ]
	+ Part E (Staff Transfer on Exit)

# Part A: Staff Transfer at the Start Date

# Outsourcing from the Buyer

1. What is a relevant transfer
	1. The Buyer and the Supplier agree that:
		1. the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
		2. as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
		3. The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.
2. Indemnities the Buyer must give
	1. Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
	2. The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
	3. Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -
		1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
		2. the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
		3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
		4. if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

* 1. The indemnity in Paragraph 2.3 shall not apply to any claim:
		1. 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 relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
		2. (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.
	2. The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
	3. If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.
1. Indemnities the Supplier must give and its obligations
	1. Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
	2. The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
	3. The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.
2. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

1. Cabinet Office requirements
	1. The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
	2. The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
	3. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.
2. Pensions
	1. The Supplier shall comply with:
		1. all statutory pension obligations in respect of all Transferring Buyer Employees; and
		2. the provisions in Part D: Pensions.

# Part B: Staff transfer at the Start Date

# Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer
	1. The Buyer and the Supplier agree that:
		1. the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
		2. as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.
	2. The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.
2. Indemnities given by the Former Supplier
	1. Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
	2. The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
	3. Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:
		1. the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
		2. the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
		3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
		4. if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

#### and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

* 1. The indemnity in Paragraph 2.3 shall not apply to any claim:
		1. for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
		2. that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.
	2. The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
	3. If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.
1. Indemnities the Supplier must give and its obligations
	1. Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
	2. The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier’s failure to comply with its obligations under the Employment Regulations.
	3. The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.
2. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer’s direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

1. Cabinet Office requirements
	1. The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
	2. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.
2. Limits on the Former Supplier’s obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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’s must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

1. Pensions
	1. The Supplier shall comply with:
		1. all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
		2. the provisions in Part D: Pensions.

# Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer
	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. Subject to Paragraphs 1.3, 1.4 and 1.5, 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 Sub-contractor pursuant to the Employment Regulations then:
		1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
		2. the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
		3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
		4. if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

* + - 1. the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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; and
			2. the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
	1. The indemnities in Paragraph 1.2 shall not apply to any claim:
		1. 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 relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
		2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
	2. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
	3. If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor 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 Sub-contractor.
1. Limits on the Former Supplier’s obligations

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

# Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

|  |  |
| --- | --- |
| **"Actuary"** | a Fellow of the Institute and Faculty of Actuaries; |
| **"Admission Agreement"** | means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires; |
| **"Broadly Comparable"** | 1. in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary’s Department of a broad comparability certificate; and
 |
|  | 1. in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme’s certificate of broad comparability issued by the Government Actuary’s Department,

and "**Broad Comparability**" shall be construed accordingly; |
| **"CSPS"** | the schemes as defined in Annex D1 to this Part D;  |
| **"Fair Deal Employees"** | those:1. Transferring Buyer Employees; and/or
 |
|  | 1. Transferring Former Supplier Employees; and/or
 |
|  | 1. employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;
 |
|  | 1. where the Former Supplier becomes the Supplier those employees;
 |
|  | who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer; |
| **"Fair Deal Schemes"** | means the relevant Statutory Scheme or a Broadly Comparable pension scheme; |
| **"Fund Actuary"** | means Fund Actuary as defined in Annex D3 to this Part D; |
| **"LGPS"** | the schemes as defined in Annex D3 to this Part D; |
| **"NHSPS"** | the schemes as defined in Annex D2 to this Part D; |
| **"New Fair Deal"** | the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:1. any amendments to that document immediately prior to the Relevant Transfer Date; and
 |
|  | 1. any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
 |
| **"Statutory Schemes"** | means the CSPS, NHSPS or LGPS. |

1. Supplier obligations to participate in the pension schemes
	1. In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
	2. The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
	3. The Supplier undertakes:
		1. to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
		2. to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
2. Supplier obligation to provide information
	1. The Supplier undertakes to the Buyer*:*
		1. to provide all information which the Buyermay reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
		2. not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).
3. Indemnities the Supplier must give
	1. The Supplier undertakes to the Buyerto indemnify and keep indemnified CCS, NHS Pensions the Buyerand/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
	2. The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyerand/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
		1. relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
		2. arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
	3. The indemnities in this Part D and its Annexes:
		1. shall survive termination of this Contract; and
		2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).
4. What happens if there is a dispute
	1. The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
		1. who will act as an expert and not as an arbitrator;
		2. whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
		3. whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.
5. Other people’s rights
	1. The Parties agree Clause 19 (Other people’s rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
	2. Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.
6. What happens if there is a breach of this Part D
	1. The Supplier agrees to notify the Buyershould it breach any obligations it has under this Part D and agrees that the Buyershall be entitled to terminate its Contract for material Default in the event that the Supplier:
		1. commits an irremediable breach of any provision or obligation it has under this Part D; or
		2. commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.
7. Transferring New Fair Deal Employees
	1. Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:
		1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
		2. procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.
8. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

1. Broadly Comparable Pension Schemes
	1. If either:
		1. the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
		2. the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

* 1. Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):
		1. supply to the Buyer details of its (or its Sub-contractor’s) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
		2. fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme’s Actuary or by the Government Actuary’s Department for the period ending on the Service Transfer Date;
		3. instruct any such Broadly Comparable pension scheme’s Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
		4. provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
		5. allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service (**"Shortfall"**), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
		6. indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

**Annex D1:**

**Civil Service Pensions Schemes (CSPS)**

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"CSPS Admission Agreement"** | an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services; |
| **"CSPS Eligible Employee"** | any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement; |
| **"CSPS"** | the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; [**Delete**after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014. |

1. Access to equivalent pension schemes after transfer
	1. The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
	2. The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

**Annex D2: NHS Pension Schemes**

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **"Direction Letter"** | an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees; |
| **"NHSPS Eligible Employees"** | each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either: |
|  | 1. their employment with the Buyer*,* an NHS Body or other employer which participates automatically in the NHSPS; or
 |
|  | 1. their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
 |
|  | and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services). |
|  | For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;  |
| **"NHS Body"** | has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012; |
| **"NHS Pensions"** | NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS; |
| **"NHSPS"** | the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations; |
| **"NHS Pension Scheme Arrears"** | any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer’s contributions or deduct and pay across employee’s contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees; |
| **"NHS Pension Scheme Regulations"** | as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time; |
| **"NHS Premature Retirement Rights"** | rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time; |
| **"Pension Benefits"** | any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme; and |
| **"Retirement Benefits Scheme"** | a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004. |

1. Membership of the NHS Pension Scheme
	1. In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
	2. The Supplier must supply to the Buyerby or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
	3. The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
	4. The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
	5. Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
	6. The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor’s) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.
2. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

1. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

1. What the buyer do if the Supplier breaches its pension obligations
	1. The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
	2. If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, theBuyermay in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
	3. In addition to the Buyer'sright to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.
2. Compensation when pension scheme access can’t be provided
	1. If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
		1. membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
		2. access to a Broadly Comparable pension scheme,

the Buyermay in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyerdetermining whether the level of compensation offered is reasonable in the circumstances.

* 1. This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer’s right to terminate the Contract.
1. Indemnities that a Supplier must give
	1. The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
	2. The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.
2. Sub-Contractors
	1. If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
		1. if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
		2. if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
	2. The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

**Annex D3:**

**Local Government Pension Schemes (LGPS)**

**[Guidance:** Note the LGPS unlike the CSPS & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions
	1. In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| "**Administering Authority**" | in relation to **the Fund [insert name],**the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013; |
| "**Fund Actuary**" | the actuary to a Fund appointed by the Administering Authority of that Fund; |
| "**Fund**" | **[insert name], a pension fund within the LGPS;** |
| "**LGPS**" | the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme; |
| "**LGPS Admission Agreement**" | an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013; |
| "**LGPS Admission Body**" | an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013); |
| "**LGPS Eligible Employees**" | any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and |
| "**LGPS Regulations**" | the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS. |

1. Supplier must become a LGPS admission body
	1. Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
	2. The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
	3. The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
	4. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.
2. Right of set-off

The Buyershall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

1. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

1. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer’s written policy in relation to such benefits at the time of the Relevant Transfer Date.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer
	1. The Supplier agrees that within 20 Working Days of the earliest of:
		1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
		2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
		3. the date which is 12 Months before the end of the Term; and
		4. receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

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

* 1. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier’s Final Supplier Personnel List (insofar as such information has not previously been provided).
	2. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
	3. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
	4. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier’s Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

* + 1. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
		2. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
		3. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
		4. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
		5. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
		6. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
		7. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
		8. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
		9. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
		10. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
		11. fully fund any Broadly Comparable pension schemes set up by the Supplier;
		12. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
		13. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
		14. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
	1. On or around each anniversary of the Effective 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 such information as the Buyer may reasonably require which shall include:
		1. the numbers of employees engaged in providing the Services;
		2. the percentage of time spent by each employee engaged in providing the Services;
		3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
		4. a description of the nature of the work undertaken by each employee by location.
	2. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
		1. the most recent month's copy pay slip data;
		2. details of cumulative pay for tax and pension purposes;
		3. details of cumulative tax paid;
		4. tax code;
		5. details of any voluntary deductions from pay; and
		6. bank/building society account details for payroll purposes.
1. Staff Transfer when the contract ends
	1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
	2. The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
	3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
	4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
	5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
		1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
		2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
		3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
		4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

### and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

* 1. The indemnity in Paragraph 2.5 shall not apply to:
		1. (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
		2. (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
	2. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
	3. If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
	4. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
	5. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
	6. The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier’s Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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

1. Buyer’s Rights
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
2. Supplier’s Obligations
	1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
	2. 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.
	3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
		1. identifying the emergence of relevant new and evolving technologies;
		2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
		3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
		4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
	4. 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 (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
	5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
	6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
	7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
	8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
		1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
		2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
	9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
	10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
	11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
	12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

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

**REDACTED**

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

1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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

**Annex 1- Key Roles**

|  |  |  |
| --- | --- | --- |
| **Key Role** | **Key Staff** | **Contract Details** |
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**Call-Off Schedule 9 (Security)**

**Part A: Short Form Security Requirements**

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

|  |  |
| --- | --- |
| **"Breach of Security"** | 1. the occurrence of:
	1. 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
	2. 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,
2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
 |
| **"Security Management Plan"**  | 1. 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.
 |

1. **Complying with security requirements and updates to them**
	1. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
	2. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
	3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
	4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
	5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.
2. **Security Standards**
	1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

* 1. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
		1. is in accordance with the Law and this Contract;
		2. as a minimum demonstrates Good Industry Practice;
		3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
		4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
	2. 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.
	3. 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.
1. **Security Management Plan**

* 1. **Introduction**

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

* 1. **Content of the Security Management Plan**

* + 1. The Security Management Plan shall:
			1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
			2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
			3. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
			4. be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer’s Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
			5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

* + - 1. 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

* + - 1. 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.

* 1. **Development of the Security Management Plan**

* + 1. 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.

* + 1. 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.

* + 1. 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.
		2. 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.

* 1. **Amendment of the Security Management Plan**

* + 1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
			1. emerging changes in Good Industry Practice;
			2. any change or proposed change to the Deliverables and/or associated processes;
			3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
			4. any new perceived or changed security threats; and
			5. any reasonable change in requirements requested by the Buyer.

* + 1. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
			1. suggested improvements to the effectiveness of the Security Management Plan;
			2. updates to the risk assessments; and
			3. suggested improvements in measuring the effectiveness of controls.

* + 1. 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.

* + 1. 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.
1. **Security breach**

* 1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

* 1. 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:

* + 1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
			1. minimise the extent of actual or potential harm caused by any Breach of Security;
			2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
			3. prevent an equivalent breach in the future exploiting the same cause failure; and
			4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
	1. 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)

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

|  |  |
| --- | --- |
| "Exclusive Assets" | 1. Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
 |
| "Exit Information" | 1. has the meaning given to it in Paragraph 3.1 of this Schedule;
 |
| "Exit Manager" | 1. the person appointed by each Party to manage their respective obligations under this Schedule;
 |
| "Net Book Value" | 1. 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" | 1. 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" | 1. the register and configuration database referred to in Paragraph 2.2 of this Schedule;
 |
| "Replacement Goods" | 1. 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" | 1. 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" | 1. 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" | 1. has the meaning given to it in Paragraph 5.1 of this Schedule;
 |
| "Termination Assistance Period" | 1. 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" | 1. Exclusive Assets which are capable of legal transfer to the Buyer;
 |
| "Transferable Contracts" | 1. 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" | 1. has the meaning given to it in Paragraph 8.2.1 of this Schedule;
 |
| "Transferring Contracts" | 1. has the meaning given to it in Paragraph 8.2.3 of this Schedule.
 |

1. Supplier must always be prepared for contract exit
	1. The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
	2. During the Contract Period, the Supplier shall promptly:
		1. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
		2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

* 1. The Supplier shall:
		1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
		2. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
	2. 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.
1. Assisting re-competition for Deliverables
	1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
	2. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier’s or its Subcontractors’ prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
	3. 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).
	4. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.
2. Exit Plan
	1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
	2. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
	3. The Exit Plan shall set out, as a minimum:
		1. a detailed description of both the transfer and cessation processes, including a timetable;
		2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
		3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
		4. 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;
		5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
		6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
		7. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
		8. proposals for the disposal of any redundant Deliverables and materials;
		9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
		10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
	4. The Supplier shall:
		1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
			1. every [six (6) months] throughout the Contract Period; and
			2. no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
			3. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
			4. 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
		2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
	5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
	6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.
3. Termination Assistance
	1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
		1. the nature of the Termination Assistance required; and
		2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
	2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
	3. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).
4. Termination Assistance Period
	1. Throughout the Termination Assistance Period the Supplier shall:
		1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
		2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
		3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
		4. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
		5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
		6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
	2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
	3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.
5. Obligations when the contract is terminated
	1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
	2. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
		1. vacate any Buyer Premises;
		2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
		3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
			1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
			2. 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.
	3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
6. Assets, Sub-contracts and Software
	1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
		1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
		2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
	2. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
		1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
		2. which, if any, of:
			1. the Exclusive Assets that are not Transferable Assets; and
			2. the Non-Exclusive Assets,

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

* + 1. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

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

* 1. 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.
	2. 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.
	3. 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:
		1. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
		2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
	4. 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.
	5. The Buyer shall:
		1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
		2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
	6. 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.
	7. 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.
1. No charges
	1. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.
2. Dividing the bills
	1. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
		1. the amounts shall be annualised and divided by 365 to reach a daily rate;
		2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
		3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

**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.

1. Role of the Supplier Contract Manager
	1. 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.

* 1. 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.
	2. 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.

1. Contract Risk Management
	1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
	2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

### the identification and management of risks;

* + 1. the identification and management of issues; and
		2. monitoring and controlling project plans.
	1. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
	2. 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:

[**Guidance note**: Details of additional boards to be inserted.]

**Joint Schedule 5 (Corporate Social Responsibility)**

1. **What we expect from our Suppliers**
	1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (<https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf>)
	2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
	3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.
2. **Equality and Accessibility**
	1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
		1. eliminate discrimination, harassment or victimisation of any kind; and
		2. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
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.

* 1. The Supplier:
		1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
		2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
		3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
		4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
		5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
		6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
		7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
		8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
		9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
		10. shall not use or allow child or slave labour to be used by its Subcontractors;
		11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.
1. **Income Security**
	1. The Supplier shall:
		1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
		2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
		3. All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
		4. not make deductions from wages:
			1. as a disciplinary measure
			2. except where permitted by law; or
			3. without expressed permission of the worker concerned;
		5. record all disciplinary measures taken against Supplier Staff; and
		6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.
2. **Working Hours**
	1. The Supplier shall:
		1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
		2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
		3. ensure that use of overtime used responsibly, taking into account:
			1. the extent;
			2. frequency; and
			3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
	2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
		1. this is allowed by national law;
		2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

 appropriate safeguards are taken to protect the workers’ health and safety; and

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
	1. 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.
1. **Sustainability**
	1. The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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