

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

Order Form

CALL-OFF REFERENCE: Con_ 25134 Prj_10771 – Voice Hardware

THE BUYER: Secretary of State for Justice acting as part of the Crown

BUYER ADDRESS Ministry of Justice, 102 Petty France, London SW1H 9AJ

THE SUPPLIER: Specialist Computer Centres PLC

SUPPLIER ADDRESS: James House, Warwick Road, Birmingham. B11 2LE

REGISTRATION NUMBER: 01428210

DUNS NUMBER: 22-772-0521

SID4GOV ID: 210512

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27/08/2025 It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 1 Hardware and Software and Associated Services

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

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) RM6098
3. Framework Special Terms 1, 2, 8, 10, 14, 15

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6098
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering and Service Recipients)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 26 (Buyer Standards)
 - Call-off Schedule 27 (Buyer Responsibilities)

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form

6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

Special Term 1: Amendments to Joint and Call-Off Schedules

- 1.1 The Joint and Call-Off Schedules set out below have been updated by the Buyer to align with its requirements under this Call-Off Contract with the changes to those schedules contained in the versions in Annex 1 to this Order Form.
- 1.2 For the avoidance of doubt all other applicable Joint Schedules and Call-Off Schedules as listed above have not been amended, although may have been populated as required by the relevant schedule e.g. Call-Off Schedule 7 (Financial Difficulties).

Joint Schedules
Joint Schedule 1 (Definitions)
Joint Schedule 5 (Corporate Social Responsibility)
Joint Schedule 6 (Key Subcontractors)
Joint Schedule 7 (Financial Difficulties)
Joint Schedule 11 (Processing Data)
Call-Off Schedules
Call-Off Schedule 1 (Transparency Reports)
Call-Off Schedule 5 (Pricing Details)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 9 (Security)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 12 (Clustering and Service Recipients)
Call-Off Schedule 13 (Implementation Plan and Testing)
Call-Off Schedule 14 (Service Levels)
Call-Off Schedule 15 (Call-Off Contract Management)

- 1.3 The amendments made to the Joint and Call-Off Schedules by the Buyer do not substantially depart from the terms of the Framework Contract.

Special Term 2: Core Terms

- 2.1 The Core Terms have been updated by the Buyer to align with its requirements under this Call-Off Contract with the changes to those schedules shown as tracked changes in Annex 1 to this Order Form.

Special Term 3: New Joint and Call-Off Schedule

- 3.1 The Buyer has added two additional Schedules;
- 3.1.1 Call-Off Schedule 26 (Buyer Standards)

3.1.2 Call-Off Schedule 27 (Buyer Responsibilities)

CALL-OFF START DATE: 26th August 2025

CALL-OFF EXPIRY DATE: 25th August 2029

CALL-OFF INITIAL PERIOD: 4 years

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 year

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Locations across United Kingdom

DATES FOR DELIVERY

Option B: See details in Call-Off Schedule 13 (Implementation Plan & Testing)

TESTING OF DELIVERABLES

Option C: See details in Call-Off Schedule 13 (Implementation Plan & Testing)

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,180, 213 exclusive of VAT.

CALL-OFF CHARGES

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

CONTRACT ANTICIPATED POTENTIAL VALUE

£2,612,991.73 exclusive of VAT.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

As detailed in Part E of Call-Off Schedule 5 (Pricing Details)

BUYER'S INVOICE ADDRESS:

As detailed in Part E of Call-Off Schedule 5 (Pricing Details)

BUYER'S AUTHORISED REPRESENTATIVE

Redacted

Category Lead for Voice, Video and Networks

Redacted@justice.gov.uk

BUYER'S ENVIRONMENTAL POLICY As set out in Ministry of Justice

Environmental Policy which can be found at: [Climate change and environmental sustainability: MOJ - GOV.UK \(www.gov.uk\)](#) and the Environment, version 6, 4th October 2021, available online at <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

BUYER'S SECURITY POLICY

As set out in the Ministry of Justice Security Policy which can be found at: [Security Guidance \(justice.gov.uk\)](#)

BUYER'S ICT POLICY

[Ministry of Justice Digital Strategy 2025](#) - [GOV.UK](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

Commercial Services Director (UK)

Redacted@scc.com

SUPPLIER'S CONTRACT MANAGER

Redacted

Central Government Account Director

Redacted@scc.com

PROGRESS REPORT FREQUENCY

To be at least 5 Working Days prior to the Progress Meeting

PROGRESS MEETING FREQUENCY

On the first Working Day of the second week of each calendar month unless otherwise agreed between the Parties

KEY STAFF / ROLES

Service Manager - To be confirmed during transition phase

Test Manager - To be confirmed during transition phase

Supplier Security Representative - Redacted

Supplier Authorised Representative - Redacted

Supplier's Contract Manager - Redacted

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As defined in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels) and Call-Off Schedule 5 (Pricing Details).

The Service Credit Cap is: as defined in Joint Schedule 1 (Definitions)

The Service Period is: as defined in Joint Schedule 1 (Definitions)

A Critical Service Level Failure is: as defined in Call-Off Schedule 14 (Service Levels)

ADDITIONAL INSURANCES

The Supplier shall hold the following standard insurance cover from the Call-Off Contract Start Date:

1. professional indemnity insurance with a limit of indemnity of not less than [ten] million pounds (£10,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance;
2. public and products liability insurance with a limit of indemnity of not less than five million (£5,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but five million (£5,000,000) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy); and
3. employers' liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) any one occurrence the number of occurrences being unlimited in any annual policy period.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and Joint Schedule 5 (Corporate Social Responsibility).

QUALITY PLAN

The Supplier must provide the Buyer within thirty (30) Working Days of the Effective Date with a Quality Plan in accordance with paragraph 6 of Call-Off Schedule 6 (ICT Services) and the Implementation Plan.

MAINTENANCE OF ICT ENVIRONMENT

The Supplier must provide the Buyer within thirty (30) Working Days of the Effective Date a Maintenance Schedule in accordance with paragraph 8 of Call-Off Schedule 6 (ICT Services) for the Buyer to Approve.

STANDARDS

The Supplier must comply with the additional Standards as set out in Call-Off Schedule 26 (Buyer Standards).

RATING AGENCY

Has the same meaning as "Rating Agencies" in paragraph 1.1 of Joint Schedule 7 (Financial Difficulties).

Installation Works

As set out in paragraph 4.1.3.1 of Call-Off Schedule 20 (Call-Off Specification).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Commercial Services Director	Role:	Associate Commercial Specialist
Date:	26/08/2025	Date:	27/08/2025

Annex 1 to the Order Form

Call-Off Schedule 1 (Transparency Reports)

1 Definitions

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

“Initial Upload Date” the occurrence of an event detailed in Annex B of this Schedule which requires the Supplier to provide its initial upload to the Virtual Library;

“Update Requirement” The occurrence of an event detailed in Annex B of this Schedule which requires the Supplier to update the relevant information hosted on the Virtual Library;

2 Transparency Reports

- 2.1 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.
- 2.2 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 Annex A of this Schedule.

- 2.3 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.
- 2.4 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.

3 Other Reports

- 3.1 Without limiting Clause 6 (Record keeping and reporting), the Buyer may require any or all of the following reports:
- 3.1.1 delay reports;
 - 3.1.2 reports relating to security or other tests carried out under Call-Off **Error! Reference source not found. (Error! Reference source not found.)** and Call-Off **Error! Reference source not found. (Business Continuity and Disaster Recovery)**;
 - 3.1.3 reports which the Supplier is required to supply as part of its obligations under Call-Off Schedule 5 (Pricing Details), Call-Off Schedule 14 (Services Levels), and Schedule 15 (Call-Off Contract Management);
 - 3.1.4 annual reports on the Required Insurances;
 - 3.1.5 security reports; and
 - 3.1.6 Force Majeure Event reports.

4 VIRTUAL LIBRARY

- 4.1 The Buyer shall without charge to the Supplier, host a Virtual Library on which the Supplier shall (subject to any applicable legislation governing the use or processing of personal data) make information about this Call-Off Contract available in accordance with the requirements outlined in this Schedule.
- 4.2 Not used.
- 4.3 For the avoidance of doubt, the Virtual Library shall form a database which constitute New IPR which shall be assigned to the Buyer pursuant to Clause 9.2 (Intellectual Property Rights).
- 4.4 The Supplier shall upload complete and accurate information specified in Annex B by the Initial Upload Date (except where prior to the launch of the Virtual Library in which case the date at which the Virtual Library is made available in accordance with Paragraph 4.1) onto Virtual Library in the format specified.
- 4.5 Except for notices under Clause 25 (How to communicate about the contract) or items covered by Clause 25.4, where the Supplier is under an obligation to provide information to the Buyer in a provision under this Call-Off Contract, then the Supplier's upload of that information onto the Virtual Library shall satisfy the Supplier's obligation to provide the Buyer with that information provided that the uploaded information meets the requirements more particularly specified in the relevant provision.
- 4.6 Except to the extent that the requirements provide for earlier and more regular Buyer access to up-to-date information, Annex B shall not take precedence over any other obligation to provide information in this Call-Off Contract and the Supplier shall refer to the applicable clause for further details as to the requirement.

- 4.7 The Supplier acknowledges that the Buyer shall be entitled to provide each specified person (as set out in column 6 of the table at Annex B) access to view and download the specified information in the Virtual Library in Annex B subject upon the occurrence of the event specified in the column marked Access Permission in Annex B to this Schedule.
- 4.8 Where Access Permission is not listed (in column 6 of the table at Annex B) as being subject to the occurrence of a certain event the Buyer may grant access to the person and information specified (in column 6 of the table at Annex B) from the Initial Upload Date.
- 4.9 Where Access Permission is specified as being granted to the Auditor it shall:
- 4.9.1 be entitled to access, view and download information specified in Annex B subject to it entering into a confidentiality agreement with the Supplier to keep the contents confidential (except to the extent disclosure of the confidential information is required under Paragraph 4.9.2 of this Schedule); and
 - 4.9.2 report to the Buyer (at its request) as to the completeness and accuracy of the information but not the substance of the information.
- 4.10 The Supplier shall not do anything to prevent the Virtual Library retaining in an accessible form all historic or superseded records of the information specified Annex B. In order to maintain the integrity of the historic archive of the information and documentation and for the purposes of maintaining a clear audit trail, the Supplier shall not delete or overwrite any information that has been stored in the Virtual Library.
- 4.11 The Supplier warrants that the information uploaded to the Virtual Library is accurate, complete, up-to-date and in accordance with this Call-Off Contract at the date of upload.

- 4.12 Where the Supplier becomes aware that any of the information provided on the Virtual Library is materially inaccurate, incomplete or out of date (other than in respect of historic versions of documents) the Supplier shall provide an update to the information within fourteen (14) days unless already due to be updated beforehand due to an Update Requirement specified in Annex B.
- 4.13 The Buyer shall provide training manuals to the Supplier relating to the use of the Virtual Library.
- 4.14 On request by the Supplier the Buyer shall provide the Supplier's nominated users with a reasonable level of training and ongoing support to enable them to make use of the Virtual Library.
- 4.15 The Buyer may transfer responsibility for maintaining specific Records in the Virtual Library from the Supplier to itself or to Service Recipients upon notifying the Supplier of the Records which the Buyer will transfer such responsibility for.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	As set out in Call-Off Schedule 14 (Service Levels)	As set out in Call-Off Schedule 14 (Service Levels)	As set out in Call-Off Schedule 14 (Service Levels)
Call-Off Contract Charges	As set out in Call-Off Schedule 5 (Pricing Details)	As set out in Call-Off Schedule 5 (Pricing Details)	Monthly
Key Subcontractors	As set out in Joint Schedule 6 Key Sub-Contractors	As set out in Joint Schedule 6 (Key Sub-Contractors)	Quarterly
Technical	To be agreed between the Parties during implementation	To be agreed between the Parties during implementation	Monthly
Performance management	As set out in Call-Off Schedule 14 (Service Levels) The Supplier agrees that Social Value KPI information may be published by the Buyer where appropriate as required by policy	As set out in Call-Off Schedule 14 (Service Levels)	Monthly

Title	Content	Format	Frequency
	determined under the Public Services (Social Value) Act 2013		
Annual Contract Report	A true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier over the preceding Contract Year	Format to be agreed	Annually within 1 month of the end of the Contract Year to which that report relates
Supply Chain Visibility	As set out in Joint Schedule 12 (Supply Chain Visibility)	As set out in Joint Schedule 12 (Supply Chain Visibility)	Quarterly
Social Value Report	Report provided by the Supplier to track performance against the agreed Social Value Delivery Plan.	Format to be agreed	Quarterly report with monthly updates provided in the Service Review Board

Annex B: Records to Upload to Virtual Library

This table will be finalised within 60 days of the Effective Date

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)

The following table defines the knowledge management artefacts to be stored in the Buyer's Virtual Library, but do not exclude additional documentation that may reasonably be added by the Parties at a later date.

Knowledge Management Artefacts
Knowledge articles
Training material
Minimum data sets
Solution designs, architectural documentation (including high-level designs, low-level designs, Service Design Packages)
Event Management triggers, thresholds and responses
Dependency mapping, Service Component Failure Impact Analysis
Configuration documentation
Blueprints, templates and patterns
Policies, processes and procedures
Organisational diagrams, escalation paths, contact lists
Change models, standard change designs / definitions
Build instructions/runbooks
Release and deployment plans
Test plans
IT service continuity plans, business impact analyses and risk assessments
Performance Monitoring Reports
Minutes of meetings

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

“Broadly Comparable”

- a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
- b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;

“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

"Employee Liability"

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:

- c) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- d) unfair, wrongful or constructive dismissal compensation;
- e) 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;
- f) compensation for less favourable treatment of part-time workers or fixed term employees;
- g) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- h) employment claims whether in tort, contract or statute or otherwise;
- i) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer or a Service Recipient before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"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
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"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 any amendments to that document immediately prior to the Relevant Transfer Date
"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 10.5 (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;
"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 Legislation), 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;

"Statutory Schemes"

means the CSPA, NHSSPA or LGPS;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer and any Service Recipient, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 1.5, 1.7 and 1.9 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "**Third Party Provisions**") confer benefits on third parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

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

PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

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

of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

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

is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

PART E: STAFF TRANSFER ON EXIT

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is twelve (12) Months before the end of the Contract Period; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier

Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

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

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

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme; and
- 1.6.4 a description of the nature of the work undertaken by each employee

by location.

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

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

2. Staff Transfer when the contract ends

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

including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

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

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

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

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

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

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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

- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

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

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

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

2.11.1 the Supplier and/or any Subcontractor; and

2.11.2 the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out

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

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

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

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

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

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

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

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

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

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

so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 3 (Continuous Improvement)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Security Classification (Official)

Call-Off Schedule 4 (Call Off Tender)

Call-Off Tender for Voice Hardware Services

Con_25134

**Technology Products and Associated Services 2
(RM6098)**

Redacted

Further Competition: TePAS 2, Lot 1

Security Classification (Official)

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref: prj_10771

Crown Copyright 2018

Draft Contract for provision of Voice Hardware

CALL-OFF SCHEDULE 5 (PRICING DETAILS)

1 DEFINITIONS

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

“Achieved Profit Margin” the cumulative Supplier Profit Margin calculated from (and including) the Effective Date (or, if applicable, the date of the last adjustment to the Charges made pursuant to Paragraph 2.2 of Part D) to (and including) the last day of the previous Contract Year;

“Allowable Price” in relation to the Retained Deliverables relating to a Key Milestone, if any, an amount determined in accordance with the formula:

$A - B$

where:

A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Call-Off Tender or the latest Annual Contract Report (if one has been provided) together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and

B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that Key Milestone;

“Allowable Price Adjustment” as described in Part A paragraph 2.9.3

“Anticipated Contract Life Profit Margin”	the anticipated Supplier Profit Margin over the Call-Off Contract Period is (Redacted) as reflected in the Call-Off Tender or the latest Annual Contract Report (if one has been provided) ;
“Average Weekly Earnings Index”	means the Index of “Average weekly earnings in Great Britain” as published by the Office for National Statistics;
“Catalogue Item”	means the items available to Order by the Supplier from the Buyer as listed in the Product and Services Catalogue;
“Catalogue Item Charges”	has the meaning given to it in Paragraph 5.1.3 of Part A (Pricing);
“Consumer Price Index”	means the Index called the Consumer Price Index as published by the Office for National Statistics;
	Error! Reference source not found.
“Delay Payment Rate”	has the meaning given in Paragraph 1.1.1 of PART C;
Delay Period Limit	As set out in column 9 of Annex A;
“Fixed Service Charges”	has the meaning given to it in Paragraph 5.2 of Part A (Pricing);
“Forecast Contingency Costs”	the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed ‘Forecast Contingency Costs’ in the Risk Register (as such costs are updated from time to time);
“Maximum Permitted Profit Margin”	the Anticipated Contract Life Profit Margin plus 5%;
“Milestone Adjustment Payment Amount”	in respect of each Key Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: $A - B$ where:

	A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that Key Milestone; and B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that Key Milestone or, if there are no such Retained Deliverables, zero;
“Milestone Adjustment Payment Notice”	has the meaning given in Paragraph 2.8 (<i>Payments by the Supplier</i>) of Part A (Pricing);
“Milestone Retention”	for each Key Milestone shall be calculated as 20% of the Milestone Payment for that Key Milestone prior to deduction from the Milestone Payment of any Delay Payment attributable to that Key Milestone and without taking account of any amount payable by the Supplier pursuant to Paragraph 1.3 of Part C (Adjustments to the Charges and Risk Register);
“Non-retained Deliverables”	in relation to a Milestone Payment Notice and each Milestone the subject of that Milestone Payment Notice, Deliverables provided to the Buyer which relate to the relevant Milestone(s) and which are not Retained Deliverables;
“Partial Termination”	the partial termination of this Call-Off Contract to the extent that it relates to the provision of any part of the Deliverables;
“Payment Planner”	means a report provided by the Supplier in respect of each Service Period to the Buyer containing information on historical and forecast consumption and the associated Charges;
“Product and Service Catalogue”	means the list of Catalogue Items at paragraph 3 of Annex C;
“Retained Deliverables”	has the meaning given in Paragraph 2.9.2 (<i>Payments by the Supplier</i>) of Part A;

Risk Register	the register of risks and contingencies that have been factored into any Costs due under this Call-Off Contract, a copy of which is set out in Annex F.
“Service Charges”	means the charges calculated in accordance with Paragraph 5 of Part A;
“Volume Based Service Charges”	has the meaning given to it in Paragraph 5.3 of Part A (Pricing) ;

PART A: PRICING

1 APPLICABLE PRICING MECHANISM

- 1.1 Except as is agreed by the Parties pursuant to the Variation Procedure, the only Charges payable by the Buyer in respect of the performance by the Supplier of its obligations under this Contract are:
- 1.1.0 the Milestone Payments payable in accordance with Paragraph 2 of this Part A;
 - 1.1.1 the Bulk Purchase Charges payable in accordance with Paragraph 3 of this Part A
 - 1.1.2 the Bulk Legacy Decommissioning Charges (optional) payable in accordance with Paragraph 4 of this Part A; and
 - 1.1.3 the Service Charges payable in accordance with Paragraph 5 of this Part A.

2 MILESTONE PAYMENTS

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

Release of Milestone Retentions

- 2.6 Each Milestone Retention deducted from a Milestone Payment shall be combined with previous Milestone Retention(s) deducted from Milestone Payment(s) relating to Key Milestone(s) which have already been Achieved by the Supplier to form the “**Milestone Retention Fund**”.
- 2.7 On Achievement of Milestone 6 (Transition Complete), the Supplier shall be entitled to invoice the Buyer for the Milestone Retention Fund less any Delay Payments deducted in accordance with Paragraph 1.2 of Part C.

Payments by the Supplier

- 2.8 If this Call-Off Contract is terminated (in whole or in part) by the Buyer pursuant to Clause 10.4 (*When CCS or the buyer can end a contract*) prior to Achievement of a Key Milestone, the Buyer may at any time on or within twelve (12) months of the issue of the relevant Termination Notice, issue to the Supplier a written notice (a “**Milestone Adjustment Payment Notice**”) require the Supplier to repay to the Buyer an amount equal to the aggregate Milestone Payment Adjustment Amounts in respect of the Key Milestone to which the Milestone Adjustment Payment Notice relates.
- 2.9 A Milestone Adjustment Payment Notice shall specify:
- 2.9.1 each Key Milestone to which it relates;
 - 2.9.2 in relation to each such Key Milestone, each Deliverable relating to that Key Milestone that the Buyer wishes to retain, if any (each such Deliverable being a “**Retained Deliverable**”); and
 - 2.9.3 those Retained Deliverables, if any, the Allowable Price for which the Buyer considers should be subject to deduction of an adjusting payment on the grounds that they do not or will not perform in all material respects in accordance with their specification (such adjusting payment being an “**Allowable Price Adjustment**”),
- and may form part of a Termination Notice.
- 2.10 The Supplier shall within ten (10) Working Days of receipt of a Milestone Adjustment Payment Notice, in each case as applicable:
- 2.10.1 notify the Buyer whether it agrees that the Retained Deliverables which the Buyer considers should be subject to an Allowable Price Adjustment as specified in the relevant Milestone Adjustment Payment Notice should be so subject; and
 - 2.10.2 in relation to each such Retained Deliverable that the Supplier agrees should be subject to an Allowable Price Adjustment, notify the Buyer of the Supplier’s proposed amount of the Allowable Price Adjustment and the basis for its approval;
 - 2.10.3 provide the Buyer with its calculation of the Milestone Adjustment Payment Amount in respect of each Key Milestone the subject of the relevant Milestone Adjustment Payment Notice using its proposed Allowable Price Adjustment, including details of:
 - (a) all relevant Milestone Payments; and
 - (b) the Allowable Price of each Retained Deliverable; and
 - 2.10.4 provide the Buyer with such supporting information as the Buyer may require.

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2.11 If the Parties do not agree the calculation of a Milestone Adjustment Payment Amount within twenty (20) Working Days of the Supplier's receipt of the relevant Milestone Adjustment Payment Notice, either Party may refer the Dispute to the Dispute Resolution Procedure.

2.12 If the Buyer issues a Milestone Adjustment Payment Notice pursuant to Paragraph 2.8:

2.12.1 the Buyer shall:

- (a) securely destroy or return to the Supplier all Non-retained Deliverables that are in tangible form; and
- (b) ensure that all Non-retained Deliverables that are held in electronic, digital or other machine-readable form cease to be readily accessible (other than by the information technology staff of the Buyer) from any computer, word processor, voicemail system or any other device containing such all Non-retained Deliverables,

in each case as soon as reasonably practicable after repayment of the aggregate Milestone Adjustment Payment Amounts repayable pursuant to that Milestone Adjustment Payment Notice; and

2.12.2 all licences granted by the Supplier pursuant to this Call-Off Contract in respect of Specially Written Software and New IPR and any non-COTS Supplier Software and/or Supplier Existing IPR shall terminate upon such repayment to the extent that they relate to the Non-retained Deliverables.

3 BULK PURCHASE CHARGES

3.1 The Bulk Purchase Charges payable by the Buyer in respect of the agreed purchase of hardware as set out in Paragraph 1 of Annex B.

3.2 The Buyer shall be entitled to purchase each item at the price stated in Paragraph 1 of Annex B.

3.3 In order to receive payment for the items the Buyer has ordered and received, the Supplier shall be required to fulfil the Order in accordance with (i) the related requirements for that Catalogue Item and (ii) any agreed lead time.

3.4 The Supplier shall be entitled to invoice the Buyer for the Bulk Purchase Charges following successful fulfilment of the Order pursuant to Paragraph 3.3 by the Supplier, as approved by the Buyer.

3.5 Each invoice including Bulk Purchase Charges shall be supported by all relevant Supporting Documentation.

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3.6 Equivalent terms as outlined for Catalogue Item Charges in Paragraph 5.4 of this Part A shall apply to the bulk purchase of hardware.

3.7 The Bulk Purchase Charges shall not be subject to Indexation.

4 OPTIONAL SERVICES: BULK LEGACY DECOMMISSIONING CHARGES

4.1 Should the Buyer opt to take up the Optional Services of Bulk Legacy Decomissioning:

4.1.1 the Bulk Legacy Decomissioning Charges payable by the Buyer in respect of the agreed purchase of hardware are set out in Paragraph 2 of Annex B.

4.1.2 the Buyer shall be entitled to purchase each item at the price stated in Paragraph 2 of Annex B.

4.1.3 in order to receive payment for the items the Buyer has ordered and received, the Supplier shall be required to fulfil the order in accordance with (i) the related requirements for that Catalogue Item and (ii) any agreed lead time.

4.1.4 the Supplier shall be entitled to invoice the Buyer for the Bulk Legacy Decomissioning Charges following successful decommissioning of the legacy hardware by the Supplier, as approved by the Buyer.

4.1.5 each invoice including Bulk Legacy Decomissioning Charges shall be supported by all relevant Supporting Documentation.

4.1.6 equivalent terms as outlined for Catalogue Item Charges in Paragraph 5.4 of this Part A shall apply to the bulk decommissioning of legacy hardware.

4.1.7 the Bulk Legacy Decomissioning Charges shall not be subject to Indexation.

5 SERVICE CHARGES

5.1 The Service Charges shall be payable by the Buyer to the Supplier and shall comprise:

5.1.0 the Fixed Service Charges (calculated in accordance with Paragraph 5.2 below); and

5.1.1 the Volume Based Service Charges (calculated in accordance with Paragraph 5.3 below); and

5.1.2 the Catalogue Item Charges (calculated in accordance with Paragraph 5.4 below).

5.2 Fixed Service Charges

5.2.1 The Fixed Service Charges payable by the Buyer are set out in Paragraph 1 (Fixed Service Charges) of Annex C (Service Charges) to this Call-Off Schedule 5 and shall comprise the Service Management Charges.

5.2.2 The Supplier shall be entitled to Indexation of the Fixed Service Charges in accordance with Part C.

5.2.3 The Supplier shall be entitled to issue an invoice for the Fixed Service Charges from the date on which the Supplier Achieves Milestone 4 (Cutover to Service Commencement).

5.2.4 Each invoice relating to Fixed Service Charges shall be supported by all relevant Supporting Documentation.

5.3 Volume Based Service Charges

5.3.1 The Volume Based Service Charges payable by the Buyer are set out in Paragraph 2 (Volume Based Service Charges) of Annex C (Service Charges) and shall comprise:

- (a) Soft Support Charges (includes non-hardware specific support and any other Soft Support charges):
- (b) Hard Support Charges (includes hard support, licences associated with specific hardware, break-fix, warranties and any other Hard Support charges).

5.3.2 The Supplier shall be entitled to Indexation of the Volume Based Service Charges in accordance with Part C.

5.3.3 The Supplier shall not be entitled to receive any payment from the Buyer in respect of any reduction in the number of hardware devices supported.

5.3.4 Following Achievement of Milestone 4 (Cutover to Service Commencement) the Supplier shall be entitled to issue invoices for Volume Based Service Charges as set out in the first row in Table 3 and Table 5 in Annex C. The Volume Based Service Charges will end as set out in the fourth row in Table 3 and Table 5 in Annex C

5.3.5 Each invoice relating to Volume Based Service Charges shall be supported by all relevant Supporting Documentation.

5.3.6 At all times during the Call-Off Contract invoices for Volume Based Service Charges must only include charges for the Volume Based Services actually used by the Buyer in the period to which the invoice relates.

5.4 Catalogue Item Charges

- 5.4.1 The Product and Services Catalogue contains both chargeable and non-chargeable Catalogue Items. The Catalogue Item Charges in each Service Period shall be the aggregate of the charges arising in respect of Catalogue Items fulfilled by the Buyer from the Product and Services Catalogue in that Service Period.
- 5.4.2 The Buyer shall be entitled to purchase each Catalogue Item at the price stated in the Product and Services Catalogue set out in Paragraph 3 (Catalogue Item Charges) of Annex C (Service Charges) to this Schedule.
- 5.4.3 The Supplier shall list prices in the Product and Services Catalogue as either:
- (a) a one-off charge payable by the Buyer upon fulfilment of the relevant Catalogue Item;
 - (b) a recurring charge payable by the Buyer for the relevant period referred to in the Product and Services Catalogue in respect of recurring licence fees or maintenance and support charges; or
 - (c) a discount applicable to a recurring charge payable by the Buyer in respect of a Catalogue Item.
- 5.4.4 In order to receive payment for Catalogue Items the Buyer has ordered and received, the Supplier shall be required to fulfil the Catalogue Item in accordance with (i) the related requirements for that Catalogue Item and (ii) any agreed Catalogue Item lead time .
- 5.4.5 The Supplier shall submit to the Buyer each Service Period a detailed file containing the details of all the amounts which the Supplier considers as due and chargeable for Catalogue Items which have been fulfilled. The Supplier will ensure that such file includes all relevant information extractable from the ITSM Toolset (if applicable), and as a minimum, shall provide the following information:
- (a) task/request reference
 - (b) date created/requested
 - (c) date closed/provided
 - (d) current status
 - (e) delivery location
 - (f) allocation/business unit/cost centre/entity code
 - (g) item code
 - (h) item description; and

(i) net amount;

- 5.4.6 The Supplier may only charge single amounts for Catalogue Item Charges verified by and agreed with the Buyer. If the Supplier charges an amount for Catalogue Items which has not been approved by the Buyer or which is disputed by the Buyer, then the Supplier shall immediately credit such amount pending approval by the Buyer or resolution of the Dispute (as applicable).
- 5.4.7 The Supplier shall submit to the Buyer requests for changes to the Product and Service Catalogue no more than once per quarter. Such requests must be submitted within the following notice periods before the date that the changes to the Product and Service Catalogue are required to be implemented:
- (a) with at least fifteen (15) Working Days' notice for modifications to existing Catalogue Items, deletions of existing Catalogue Items or the addition of simple and non-complex Catalogue Items; and
 - (b) with at least thirty (30) Working Days' notice for the addition of new complex Catalogue Items.
- 5.4.8 The Buyer will in a timely manner review and raise any queries and then the Supplier will respond and resolve such queries promptly and issue the final request for changes to the Catalogue Items at least ten (10) Working Days before the date that the changes to the Product and Service Catalogue are required to be implemented. Delays in the timely submission of Catalogue Item changes or resolution of Buyer queries will result in delayed implementation of changes and payments by the Buyer.
- 5.4.9 The Supplier shall ensure when proposing prices to be applicable to each new or revised Catalogue Item to be added to the Product and Service Catalogue that these prices shall be a maximum of the purchase cost (net of any discounts) to the Supplier of the relevant product or service (excluding VAT), plus a maximum uplift (incorporating any handling fee, margin and overhead) not to exceed the Maximum Permitted Profit Margin.
- 5.4.10 Optional charges for support, warranty and/or refresh of a Catalogue Item shall be determined by agreement between the Parties where applicable.
- 5.4.11 If the Buyer is able to obtain more favourable commercial terms in respect of any Catalogue Item, the Buyer may require the Supplier to enter into more favourable commercial terms as soon as reasonably practicable and in any event no later than thirty (30) days after initial notification to the Supplier by:

- (a) requiring the Supplier to replace its existing commercial terms with the more favourable commercial terms obtained by the Buyer in respect of the relevant item; or
- (b) subject to Paragraph 5.4.13, entering into a direct agreement with the supplier of that Catalogue Item in respect of the relevant Catalogue Item.

provided that if the Catalogue Item is replaced in order to obtain the more favourable commercial terms, any replacement Catalogue Item has the same or substantially similar specification as the original Catalogue Item.

- 5.4.12 If the Buyer exercises either of its options pursuant to Paragraph 5.4.11, then the price for that Catalogue Item shall be reduced by an amount that is agreed in accordance with the relevant Request, and any Charges based on those Catalogue Items shall be reduced accordingly.
- 5.4.13 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to:
- (a) the Buyer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Deliverables; and
 - (b) any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.
- 5.4.14 The Supplier shall not be entitled to add or amend any costs, other than those listed at Paragraph 5.4.9 above, to the charges for Catalogue Items.
- 5.4.15 The Supplier shall identify any relevant lead times for the installation of each Catalogue Item in the Product and Service Catalogue, such lead times to commence upon receipt of a Request for the Catalogue Item from the Buyer.
- 5.4.16 If the Buyer purchases assets, materials, software and equipment from the Product and Service Catalogue, then these shall be deemed to be Buyer Assets.
- 5.4.17 For the avoidance of doubt, the Catalogue Item Charges shall not be subject to Indexation.

6 CALCULATION OF MONTHLY SERVICE CHARGES

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6.1 Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part E (Invoicing and Payment Terms).

6.2 If a Service Charge:

6.2.1 commences on a day other than the first day of a Month; and/or

6.2.2 ends on a day other than the last day of a Month,

the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the Month for which the Service is provided bears to the total number of days in that month.

6.3 The Service Charges for each Service Period shall be the aggregate of:

6.3.1 the Fixed Service Charges for the relevant Service Period; and

6.3.2 the Volume Based Service Charges for the relevant Service Period;
and

6.3.3 the Catalogue Item Charges for the relevant Service Period.

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

6.4.1 the volume of Services to which Services Charges apply and/or

6.4.2 the total Service Charges.

Service Credits

6.5 Any Service Credits that accrue during a Service Period shall be deducted from the Service Charges payable for the next following Service Period. An invoice for a Service Charge shall not be payable by the Buyer unless all adjustments (including Service Credits) relating to the Service Charges for the immediately preceding Service Period have been agreed.

6.6 Service Credits shall be applied against the Service Charges in accordance with Paragraph 3 (Adjustments to the Charges) of Part C.

7 TIME AND MATERIAL CHARGES

7.1 Where the Parties agree in writing that a particular Charge is to be calculated by reference to a Time and Materials pricing mechanism:

7.1.1 the day rates set out in the table in Annex D (Rate Card) shall be used to calculate the relevant Charges, provided that the Supplier (or its Subcontractor) shall:

(a) not be entitled to include any uplift for risks or contingencies within its day rates;

- (b) not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed;
 - (c) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to provide the Services in a proportionate and efficient manner;
 - (d) charge the same day rates across the Supplier's supply chain;
- 7.1.2 the Supplier shall keep records of hours properly worked by Supplier Staff (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer request; and
- 7.1.3 time and materials will be charged to the nearest hour and will be rounded to the nearest hour.
- 7.2 The Supplier shall be entitled to Indexation of the rates set out in table in Annex D (Rate Card) in accordance with Paragraph 5 of Part C.
- 8 REIMBURSABLE EXPENSES**
- 8.1 The Charges (including the Milestone Payments, Fixed Service Charges, Volume Based Service Charges, Catalogue Item Charges and Rate Card) are all inclusive of costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Call-Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:
 - 8.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Staff, including network or data interchange costs or other telecommunications charges; or
 - 8.1.2 any amount for any Deliverables provided or costs incurred by the Supplier prior to the Effective Date.
- 8.2 The Supplier shall only be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges) if:

- 8.2.1 the Buyer has approved such expenses in writing prior to the expenses being incurred;
 - 8.2.2 such Reimbursable Expenses are supported by Supporting Documentation; and
- 8.3 The Reimbursable Expense is in accordance with the Buyer's Standard in relation to the payment of expenses and all such Reimbursable Expense will only be paid on a pass-through basis to which the Supplier shall not attach any margin or profit.

PART B – NOT USED

PART C: ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1 DELAY PAYMENTS

- 1.1 Where the Supplier is liable to pay to the Buyer Delay Payments in accordance with Paragraph 6 of Part A (Implementation) of Call-Off Schedule 13 (Implementation Plan and Testing) as a result of a failure to Achieve a Key Milestone on or before the relevant Milestone Date, the Supplier shall notify the Buyer and Delay Payments shall accrue:
 - 1.1.1 at the daily rate (the “**Delay Payment Rate**”) of 1/60th of 20% of the Milestone Payment for the relevant Key Milestone;
 - 1.1.2 from (but excluding) the relevant Milestone Date to (and including) the earlier of:
 - (a) the date on which the Key Milestone is Achieved; or
 - (b) the expiry of the Delay Period Limit; and
 - 1.1.3 on a daily basis, with any part day’s Delay counting as a day.
- 1.2 Where the Supplier is liable to pay to the Buyer Delay Payments in accordance with Paragraph 6 of Part A (Implementation) of Call-Off Schedule 13 (Implementation Plan and Testing) as a result of a failure to Achieve a Key Milestone on or before the relevant Milestone Date this shall be considered a Default and the Buyer may request the Supplier provide a Rectification Plan in accordance with Clause 10.3 of the Core Terms.
- 1.3 In the event the circumstances described in Paragraph 1.1 of this Part C apply, then following the earlier of (i) the Buyer being notified by the Supplier pursuant to Paragraph 1.1 of this Part C that a Key Milestone has not been Achieved and (ii) the relevant Milestone Date, the Supplier shall, within five (5) Working Days, issue a credit note to the Buyer in respect of the relevant amount.
- 1.4 The Delay Payment in respect of a Key Milestone (net of any payment made in respect of that Key Milestone pursuant to Paragraph 2 of this Part C) shall be shown as a deduction from the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant Key Milestone is Achieved or the expiry of the Delay Period Limit (as the case may be). If the relevant Key Milestone is not Achieved by the expiry of the Delay Period Limit and no invoice is due to be issued by the Supplier within ten (10) Working Days of expiry of the Delay Period Limit, then the Supplier shall within ten (10) Working Days of expiry of the Delay Period Limit:

- 1.4.0 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Key Milestone (net of any payment made in respect of the Key Milestone pursuant to Paragraph 2 of this Part C); and
 - 1.4.1 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Key Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.
- 1.5 Should a Delay not be rectified by the expiry of the Delay Period Limit, this shall be considered a Material Default, in accordance with Clause 10.4.1(d) of the Core Terms.

2 PAYMENTS FOR DELAYS DUE TO AUTHORITY CAUSE

- 2.1 If the Supplier is entitled in accordance with Clause 5 (The Buyer's obligations to the Supplier) to reasonable and proven additional expenses for failure to Achieve a Milestone by its Milestone Date from an Authority Cause, then, subject always to Clause 11 (How much you can be held responsible for), such reasonable and proven additional expenses shall be determined in accordance with the following principles:
- 2.1.0 the reasonable and proven additional expenses shall comprise Costs incurred by the Supplier that the Supplier:
 - (a) can demonstrate it has incurred solely and directly as a result of the Authority Cause; and
 - (b) has been, or will be, unable to mitigate having complied with its obligations under Clause 5 (The Buyer's obligations to the Supplier)together with an amount equal to the Anticipated Contract Life Profit Margin thereon;
 - 2.1.1 the payment of such reasonable and proven additional expenses shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Authority Cause;
- 2.2 The Supplier shall provide the Buyer with any information the Buyer may require in order to assess the validity of the Supplier's claim for additional expenses under this Paragraph 2.

3 SERVICE CREDITS

- 3.1 Service Credits shall be calculated in accordance with:
- 3.1.1 Paragraphs 3.6 to 3.7 f this Part C; and

- 3.1.2 by reference to the number of applicable Service Points accrued in any one Service Period pursuant to the provisions of Call-Off Schedule 14 (Service Levels).
- 3.2 Service Credit payments are subject to the Service Credit Cap.
- 3.3 For the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of Call-Off Schedule 14 (Service Levels).
- 3.4 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services received and are stated exclusive of VAT.
- 3.5 Service Credits shall be shown as a deduction from the amount due from the Buyer to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

Service Levels

- 3.6 The details of the Service Level may be found Call-Off Schedule 14 (Service Levels) and is:
- 3.6.1 request fulfilment for Voice Catalogue Items
- 3.7 The Service Credit due in respect of the Service Level in each Service Period shall be calculated in accordance with the following formula:

$$SC = A \times B \times C$$

where:

- SC** is the Service Credit due for the Service Period; and
- A** is the applicable Service Points that have accrued in the Service Period in accordance with Annex A to Part A of Call-Off_Schedule 14 (Service Levels); and
- B** is the applicable percentage deduction, being 0.01%; and
- C** is the applicable service charges which are calculated as the aggregate of the Fixed Service Charges + Volume Based Charges for the Service Period.

KPIs for Service Availability (KPIs 01 – 08)

- 3.8 The details of the Service Availability KPIs may be found Call-Off Schedule 14 (Service Levels) and are:

KPI 1: Incident Root Cause Analysis Reporting

KPI 2: Aged Tickets

KPI 3: Templates/Minimum Data sets

KPI4: Not used.

KPI 5: Catalogue Management

KPI 6: Configuration Management Database ("CMDB") accuracy

KPI 7: Social Value Delivery

KPI 8: Invoice Accuracy

4 CHANGES TO CHARGES

4.1 Any Variations to the Charges shall be developed and agreed by the Parties in accordance with the Variation Procedure but shall be on the basis that the Supplier Profit Margin on such Charges shall:

4.1.0 be no greater than that applying to Charges using the same pricing mechanism in Call-Off Schedule 4 (Call-Off Tender) as at the Effective Date; and

4.1.1 in no event exceed the Maximum Permitted Profit Margin.

4.2 The Buyer may request that any Impact Assessment presents Charges without Indexation for the purposes of comparison.

5 INDEXATION

5.1 Any amounts or sums in this Call-Off Contract which are expressed to be "subject to Indexation" shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.

5.2 Where Indexation applies, the relevant adjustment shall be:

5.2.1 applied on the first day of the second April following the Start Date and on the first day of April in each subsequent year (each such date an "adjustment date"); and

5.2.2 for rate card charges set out in Annex D (Rate Card), determined by multiplying the relevant amount or sum by the percentage increase or changes in the Average Weekly Earnings Index published for the twelve (12) Months ended on the 31 January immediately preceding the relevant adjustment date; and

5.2.3 for all other Charges stated to be subject to Indexation, determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31 January immediately preceding the relevant adjustment date.

- 5.3 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations.

6 **RISK REGISTER**

- 6.1 The Parties shall review the Risk Register set out in Annex F from time to time and as otherwise required for the purposes of Call-Off Schedule 15 (Call-Off Contract Management).

PART D: EXCESSIVE SUPPLIER PROFIT MARGIN

1 LIMIT ON SUPPLIER PROFIT MARGIN

- 1.1 The Supplier acknowledges that the Achieved Profit Margin applicable over the Call-Off Contract Period shall not exceed the Maximum Permitted Profit Margin.
- 1.2 The Supplier shall include in each Annual Contract Report the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up and the provisions of Paragraph 2.9 to 2.11 of Call-Off Schedule 1 (Transparency Reports) shall apply to the approval of the Annual Contract Report.

2 ADJUSTMENT TO THE CHARGES IN THE EVENT OF EXCESS SUPPLIER PROFIT

- 2.1 If an Annual Contract Report demonstrates (or it is otherwise determined pursuant to Paragraph 2.9 to 2.11 of Call-Off Schedule 1 (Transparency Reports)) that the Achieved Profit Margin as at the end of the Contract Year to which the Annual Contract Report is made up exceeds the Maximum Permitted Profit Margin:
 - 2.1.1 the Supplier shall, within five (5) Working Days of delivery to the Buyer of the Annual Contract Report, propose such adjustments to the Charges as will ensure that the Achieved Profit Margin both over the Contract Year to which the next Annual Contract Report will relate and over the Call-Off Contract Period will not exceed the Maximum Permitted Profit Margin;
 - 2.1.2 the Buyer (acting reasonably) may agree or reject the proposed adjustments;
 - 2.1.3 if the Buyer rejects the proposed adjustments it shall give reasons and the Supplier shall propose revised adjustments within ten (10) Working Days of receiving those reasons; and
 - 2.1.4 if the Parties cannot agree such revised adjustments, and the Buyer terminates this Contract by issuing a Termination Notice to the Supplier pursuant to Clause 10.2.2 (Ending the contract without a reason), then for the purpose of calculating any Compensation Payment due to the Supplier under Part F (Early Termination Fee(s)), the Termination Notice shall be deemed to have been served as at the date of receipt by the Buyer of the relevant Annual Contract Report.
- 2.2 Pending agreement of a proposed adjustment to the Charges pursuant to this Part D, the Charges then in force shall continue to apply. Once the adjustments to the Charges are agreed in accordance with Paragraph 2.1, the Parties shall document the adjustment in a Variation Form and the

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adjusted Charges shall apply with effect from the first day of the Service Period that immediately follows the Service Period in which the Variation Form is executed or such other date as is specified in the Variation Form.

PART E: INVOICING AND PAYMENT TERMS

1 SUPPLIER INVOICES

- 1.1 The Buyer shall accept for processing any Electronic Invoice, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that is not an Electronic Invoice the Supplier shall:
 - 1.2.1 comply with the requirements of the Buyer's e-invoicing system;
 - 1.2.2 prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
 - 1.2.3 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in Paragraph 1.2.2 is not approved by the Buyer.
- 1.3 The Supplier shall ensure that each invoice is submitted in the correct format for the Buyer's e-invoicing system, or that it contains the following information:
 - (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
 - (d) the correct reference for this Call-Off Contract;
 - (e) the reference number of the purchase order to which it relates (if any);
 - (f) the dates between which the provision of Deliverables subject of each of the Charges detailed on the invoice were performed;
 - (g) a description of the Deliverables;
 - (h) the pricing mechanism used to calculate the Charges (such as Fixed Price, Time and Materials);
 - (i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly

chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;

- (k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - (l) reference to any reports required by the Buyer in respect of the Deliverables to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Deliverables);
 - (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
 - (o) applicable Buyer cost centre and entity codes; and
 - (p) where the Deliverables have been structured into separate Service lines, the information at (a) to (n) of this Paragraph 1.3 shall be broken down in each invoice per Service line.
- 1.4 The Supplier shall invoice the Buyer in respect of Deliverables in accordance with the requirements of this Part E. Each invoice will only be paid if the amount matches the amount agreed through the Payment Planner process as detailed in Paragraph 2 of this Part E.
- 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system to:
- Ministry of Justice – Shared Services
- Email:** APinvoices-MOJ-U@gov.sscl.com
- Address:** SSCL MoJ Corporate, PO Box 743, Newport, Gwent, NP10 8FZ
- with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.

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- 1.8 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Part E. Where any invoice does not conform to the Buyer's requirements set out in this Part E, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.9 If the Buyer fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.8, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 3.1 (Payment Terms) of this Part E after a reasonable time has passed.

2 PAYMENT PLANNER

- 2.1 Except for Catalogue Item Charges, the Supplier shall provide and maintain a Payment Planner in the format set out in Annex G (Payment Planner), detailing all anticipated Charges.
- 2.2 The Supplier shall ensure that the Payment Planner is consistent with Call-Off Tender or the latest Annual Contract Report (if one has been provided) and is kept up to date on at least a monthly basis.
- 2.3 The Supplier shall submit a single draft Payment Planner to the Buyer no more than ten (10) Working Days from the start of each Month.
- 2.4 The draft Payment Planner shall at all times be accompanied by sufficient information to enable the Buyer to reasonably assess whether the Charges detailed therein are properly payable. Any such assessment by the Buyer shall not be conclusive. The Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 2.5 The Payment Planner shall be based on volume information which has been verified in accordance with the Specification.
- 2.6 For the avoidance of doubt, the Charges appearing in the Payment Planner are Charges which are scheduled for payment in the month to which the Payment Planner relates, not the month in which the Deliverables to which the Charges relate are performed or provided. For example, if a Milestone Achievement Certificate has not been issued by the Buyer by the time the draft Payment Planner is submitted, then such amounts should not be included under the current month's Charges in the Payment Planner. They should instead be deferred until the Milestone Achievement Certificate has been issued but should still be included in the Payment Planner (under a future month), so that the Buyer retains visibility of when such payments are scheduled to be paid.
- 2.7 After submitting the draft Payment Planner in accordance with Paragraphs 2.3 and 2.4 the Buyer will in a timely manner review and raise any queries and then the Supplier will respond and resolve such queries and, in any event, no more than five (5) Working Days from the date of issue of the draft Payment Planner and the Supplier will then issue the final Payment Planner

one (1) Working Day thereafter and in any event before the Payment Planner meeting referred to in Paragraph 2.8.

- 2.8 No more than seventeen (17) Working Days from the start of the Month the Supplier will then attend a Payment Planner review meeting with the Buyer, where the proposed Charges in the Payment Planner will be reviewed, discussed, agreed, or disputed by the Buyer. Any disputed or missing Charges which require clarification or where additional information is being sought or cannot be cleared by the time the final Payment Planner is submitted are to be deferred to the next payment month and recorded in the Payment Planner for consideration in the next Payment Planner review meeting. This allows for the un-disputed items to be paid.
- 2.9 Following the Payment Planner review meeting the Supplier is to submit draft invoices for undisputed items, no more than five (5) Working Days after the Payment Planner review meeting. The Buyer will use the final Payment Planner and draft invoices to sanction the release of funds. The Supplier will be informed when this occurs to enable them to invoice as described in this Schedule.
- 2.10 The Buyer will review and raise any queries in a timely manner on the draft invoices and then the Supplier will respond and resolve such queries and issue the final invoices within two (2) Working Days of submission of the draft invoices in accordance with Paragraph 2.9. The thirty (30) calendar days payment terms set out in Paragraph 3.1 of this Part E will commence from receipt of final undisputed and valid invoices.
- 2.11 Invoices should only be submitted to the Buyer once the Buyer has agreed the final Payment Planner. The invoiced amounts should exactly match the values and purchase order numbers contained in the Payment Planner to facilitate their prompt payment. Delays in the timely submission of the Payment Planner or invoicing errors will result in delayed payments by the Buyer, and in the event of invoicing errors will require correct invoices to be reissued by the Supplier before payment shall be made.
- 2.12 A diagram summarising the key steps, timescales and documents required in the Payment Planner process described in this Paragraph 2 is set out in Annex G (Payment Planner) below. The diagram is for illustration purposes only.

3 PAYMENT TERMS

- 3.1 Subject to the relevant provisions of this Schedule, the Buyer shall make payment to the Supplier within thirty (30) calendar days of receipt of the final and undisputed invoice as set out in Paragraph 2.10 of this Part E.
- 3.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

- 3.3 If the Buyer fails to pay any undisputed Charges properly invoiced under this Call-Off Contract in accordance with Paragraph 3.1, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment

PART F: EARLY TERMINATION FEE(S)

1 DEFINITIONS

1.1 In this Part F, the following definitions shall apply:

“Applicable Supplier Personnel”

any Supplier Staff who:

- (a) at the Termination Date:
 - (i) are employees of the Supplier;
 - (ii) are Dedicated Supplier Personnel;
 - (iii) have not transferred (and are not in scope to transfer at a later date) to the Buyer or the Replacement Supplier by virtue of the Employment Regulations; and
- (b) are dismissed or given notice of dismissal by the Supplier within:
 - (i) forty (40) Working Days of the Termination Date; or
 - (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and
- (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and
- (d) the Supplier can demonstrate to the satisfaction of the Buyer:
 - (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
 - (ii) are genuinely being dismissed for reasons of redundancy; and
 - (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this

provision in respect of such employees;

“Breakage Costs Payment”	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 4 of this Part F;
“Compensation Payment”	the payment calculated in accordance with Paragraph 7 of this Part F;
“Contract Breakage Costs”	the amounts payable by the Supplier to its Key Sub-Contractors for terminating all relevant Key Sub-Contracts as a direct result of the early termination of this Call-Off Contract;
“Dedicated Supplier Personnel”	all Supplier Staff then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Buyer whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
“Profit Already Paid”	the Supplier Profit paid or payable to the Supplier under this Call-Off Contract for the period from the Effective Date up to (and including) the Termination Date;
“Redundancy Costs”	the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Buyer based on the time spent by such employee on the Services as a proportion of the total Service duration: (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former Supplier Employee (as defined in Call-Off Schedule 2 (Staff Transfer)) or a Transferring Buyer Employee (as defined in Call-Off Schedule 2 (Staff Transfer)), any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost

to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;

“Request for Estimate”

a written request sent by the Buyer to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Buyer exercised its right under Clause 10.2 (Ending the contract without a reason) to terminate this Call-Off Contract without notice on a specified Termination Date;

“Shortfall Period”

has the meaning given in Paragraph 7.2 of this Part F;

“Termination Date”

the date on which this Call-Off Contract will terminate as set out in the Termination Notice;

“Termination Estimate”

has the meaning given in Paragraph 12.2 of this Part F;

“Termination Payment”

the payment determined in accordance with this Part F;

“Total Costs Incurred”

the Costs incurred by the Supplier up to the Termination Date in the performance of this Call-Off Contract and detailed in the Call-Off Tender or the latest Annual Contract Report (if one has been provided) (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;

“Unrecovered Costs”

the Costs incurred by the Supplier in the performance of this Call-Off Contract (as summarised in the Call-Off Tender or the latest Annual Contract Report (if one has been provided)) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Call-Off Contract

would have been payable by the Buyer after the Termination Date in accordance with this Schedule as such Costs and Charges are forecast in the Call-Off Tender or the latest Annual Contract Report (if one has been provided);

“Unrecovered Payment”

an amount equal to the lower of:

- (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and
- (b) the amount specified in Paragraph 5 of this Part F; and

“Unrecovered Profit”

(Total Costs Incurred x Anticipated Contract Life Profit Margin) - Profit Already Paid + Milestone Retentions remaining unpaid at the Termination Date;

2 PAYMENTS BY THE BUYER

2.1 If this Call-Off Contract is terminated (or partially terminated) by the Buyer pursuant to Clause 10.2 (Ending the contract without a reason) the Buyer shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Call-Off Contract):

2.1.1 the Termination Payment; and

2.1.2 the Compensation Payment, if the Termination Date is during the Call-Off Initial Period and the following period is less than three hundred and sixty-five (365) days:

- (a) the period from (but excluding) the date that the Termination Notice is given (or, where Paragraph 2.1.4 of Part D of this Schedule applies, deemed given) by the Buyer pursuant to Clause 10.4 (When CCS or the buyer can end a contract) to (and including) the Termination Date.

3 EARLY TERMINATION FEE

3.1 The Termination Payment payable pursuant to Clause 10.6.3(b) shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.

4 BREAKAGE COSTS PAYMENT

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

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- (a) would not have been incurred had this Call-Off Contract, or the relevant part thereof, continued until expiry of the Call-Off Initial Term, or in the event that the Call-Off Contract Period has been extended, the expiry of the Call-Off Extension Period;
- (b) are unavoidable, proven, reasonable, and not capable of recovery;
- (c) are incurred under arrangements or agreements that are directly associated with this Call-Off Contract;
- (d) are not Contract Breakage Costs relating to contracts or Sub-Contracts with Affiliates of the Supplier; and
- (e) relate directly to the termination of the Services.

Limitation on Breakage Costs Payment

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

- (a) the relevant limit set out in Annex I; and
- (b) 120% of the estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.

Redundancy Costs

4.3 The Buyer shall not be liable under this Schedule for any costs associated with Supplier Staff (whether relating to redundancy, redeployment or otherwise) other than the Redundancy Costs.

4.4 Where the Supplier can demonstrate that a member of Supplier Staff will be made redundant following termination of this Contract, but redeployment of such person is possible and would offer value for money to the Buyer when compared with redundancy, then the Buyer shall pay the Supplier the actual direct costs incurred by the Supplier or its Subcontractor arising out of the redeployment of such person (including retraining and relocation costs) subject to a maximum amount of £30,000 per relevant member of the Supplier Staff.

Contract Breakage Costs

4.5 The Supplier shall be entitled to Contract Breakage Costs only in respect of Key Sub-Contracts which:

- (a) are not assigned or novated to a Replacement Supplier at the request of the Buyer in accordance with Call-Off Schedule 10 (Exit Management); and
- (b) the Supplier can demonstrate:
 - (i) are surplus to the Supplier's requirements after the Termination Date, whether in relation to use internally within

its business or in providing services to any of its other customers; and

(ii) have been entered into by it in the ordinary course of business.

4.6 The Supplier shall seek to negotiate termination of any Key Sub-Contracts with the relevant Key Subcontractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.

4.7 Except with the prior written agreement of the Buyer, the Buyer shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:

(a) the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Call-Off Contract; and/or

(b) Supplier Assets not yet installed at the Termination Date.

5 UNRECOVERED PAYMENT

The Unrecovered Payment shall not exceed the lowest of:

(a) the relevant limit set out in Annex I;

(b) 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and

(c) the Charges that but for the termination of this Call-Off Contract would have been payable by the Buyer after the Termination Date in accordance with this Schedule as forecast in the Call-Off Tender or the latest Annual Contract Report (if one has been provided).

6 MITIGATION OF CONTRACT BREAKAGE COSTS, REDUNDANCY COSTS AND UNRECOVERED COSTS

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

(a) the appropriation of Supplier Assets, employees and resources for other purposes;

(b) at the Buyer's request, assigning any Key Sub-Contracts to the Buyer or a third party acting on behalf of the Buyer; and

(c) in relation to Key Sub-Contracts that are not to be assigned to the Buyer or to another third party, terminating those contracts at the earliest possible date without breach or where contractually permitted.

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

7 COMPENSATION PAYMENT

- 7.1 The Compensation Payment payable pursuant to Paragraph 2.1.2 above shall be an amount equal to the total forecast Charges over the Shortfall Period (as stated in the Call-Off Tender or the latest Annual Contract Report (if one has been provided)) multiplied by the Anticipated Contract Life Profit Margin for the Call-Off Initial Period.

- 7.2 For the purposes of Paragraph 7.1, the “**Shortfall Period**” means:

- (a) where the Buyer terminates this Call-Off Contract pursuant to Clause 10.3 (*Ending the contract without a reason*) a number of days equal to the number of days by which the notice given (or deemed given pursuant to Paragraph 2.1.4 of Part D of this Schedule falls short of three hundred and sixty-five (365) days,

subject to the limit set out in Paragraph 7.3.

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

- (a) the relevant limit set out in Annex I; and
(b) 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate.

8 FULL AND FINAL SETTLEMENT

- 8.1 Any Termination Payment and/or Compensation Payment paid under this Schedule shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Buyer pursuant to Clause 10.3 (*Ending the contract without a reason*) or termination by the Supplier pursuant to Clause 10.5 (*When the supplier can end the contract*) (as applicable), and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

9 INVOICING FOR THE PAYMENTS ON TERMINATION

- 9.1 All sums due under this Schedule shall be payable by the Buyer to the Supplier in accordance with the payment terms set out in this Schedule.

10 SET OFF

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10.1 The Buyer shall be entitled to set off any outstanding liabilities of the Supplier against any amounts that are payable by it pursuant to this Schedule.

11 NO DOUBLE RECOVERY

11.1 If any amount payable under this Schedule (in whole or in part) relates to or arises from any Transferring Assets (as defined in Call-Off Schedule 10 (Exit Management)) then, to the extent that the Buyer makes any payments pursuant to Call-Off Schedule 10 (Exit Management) in respect of such Transferring Assets, such payments shall be deducted from the amount payable pursuant to this Schedule.

11.2 The value of the Termination Payment and/or the Compensation Payment shall be reduced or extinguished to the extent that the Supplier has already received the Charges or the financial benefit of any other rights or remedy given under this Call-Off Contract so that there is no double counting in calculating the relevant payment.

11.3 Any payments that are due in respect of the Transferring Assets shall be calculated in accordance with the provisions of the Exit Plan.

12 ESTIMATE OF TERMINATION PAYMENT AND COMPENSATION PAYMENT

12.1 The Buyer may issue a Request for Estimate at any time during the Call-Off Contract Period provided that no more than two (2) Requests for Estimate may be issued in any six (6) Month period.

12.2 The Supplier shall within twenty (20) Working Days of receiving the Request for Estimate (or such other timescale agreed between the Parties), provide an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the Buyer based on a postulated Termination Date specified in the Request for Estimate (such estimate being the "**Termination Estimate**"). The Termination Estimate shall:

- (a) be based on the relevant amounts set out in the Call-Off Tender or the latest Annual Contract Report (if one has been provided) ;
- (b) include:
 - (i) details of the mechanism by which the Termination Payment is calculated;
 - (ii) full particulars of the estimated Contract Breakage Costs in respect of each Key Sub-Contract and appropriate supporting documentation; and
 - (iii) such information as the Buyer may reasonably require; and
- (c) state the period for which that Termination Estimate remains valid, which shall be not less than twenty (20) Working Days.

- 12.3 The Supplier acknowledges that issue of a Request for Estimate shall not be construed in any way as to represent an intention by the Buyer to terminate this Call-Off Contract.
- 12.4 If the Buyer issues a Termination Notice to the Supplier within the stated period for which a Termination Estimate remains valid, the Supplier shall use the same mechanism to calculate the Termination Payment as was detailed in the Termination Estimate unless otherwise agreed in writing between the Supplier and the Buyer.

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 5 (Pricing Details)
Call-Off Ref: prj_10771
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Security Classification (Official)

ANNEX A: MILESTONE PAYMENTS AND DELAY PAYMENTS

Redacted

ANNEX B: BULK CHARGES

1 Bulk Purchase Charges

- 1.1 The following Bulk Purchase Charges shall be payable upon successful delivery of the Hardware by the Supplier, as approved by the Buyer.
- 1.2 Bulk Purchase Charges shall be calculated as the volume of hardware successfully delivered by the Supplier, as approved by the Buyer, multiplied by the relevant Unit Cost:

Table 1

Redacted

- 1.3 Volume Based Service Charges associated with the successfully delivered hardware shall be charges in accordance with Paragraph 2 of Annex C of this Call-Off Schedule 5 (Pricing).

2 Bulk Legacy Decomissioning Charges (Optional)

2.1 Should the Buyer opt to take up the optional service of Bulk Legacy Decomissioning:

2.1.1 The following Bulk Legacy Decomissioning Charges shall be payable upon successful decommissioning of the legacy Hardware by the Supplier, as approved by the Buyer.

2.1.2 Bulk Legacy Decomissioning Charges shall be calculated as the volume of legacy hardware successfully decommissioning by the Supplier, as approved by the Buyer, multiplied by the relevant Unit Cost:

Table 2

Redacted

ANNEX C: SERVICE CHARGES

1 Fixed Service Charges

- 1.1 The following Service Charges shall be payable from the date on which the Supplier has Achieved Milestone 4 (Cutover to Service Commencement) in accordance with Paragraph 3.2 of Part A (Pricing) of this Call-Off Schedule 5 (Pricing Details). Payment of the Charge is to be monthly in arrears:

Table 3

Redacted

2 Volume Based Service Charges

- 2.1 The following Service Charges shall be payable from the date on which the Supplier has Achieved Milestone 4 (Cutover to Service Commencement), in accordance with Paragraph 3.3 of Part A (Pricing) of this Call-Off Schedule 5 (Pricing Details). Payment of the Charge is to be monthly in arrears:

Table 4

Charge category	Monthly Service Charge (£)
Soft Support Charges:	Not used.
Hard Support Charges:	See Paragraph 2.2 below.

Table 5

Redacted

Further Competition: TePAS 2, Lot 1

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref: prj_10771

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Security Classification (Official)

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 5 (Pricing Details)
Call-Off Ref: prj_10771
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Security Classification (Official)

3 Catalogue Item Charges

Table 6

Redacted

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 5 (Pricing Details)
Call-Off Ref: prj_10771
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Security Classification (Official)

ANNEX D: RATE CARD

Redacted

This table captures the day rate Charges for each Role/Job Title, payable for certain mandatory roles identified by the Buyer. All day rates are to be for a professional day of 7.5 hours and inclusive of expenses. Day rates must be consistent across the Supplier or the Subcontractor's supply chain.

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 5 (Pricing Details)
Call-Off Ref: prj_10771
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ANNEX E: NOT USED

ANNEX F: RISK REGISTER

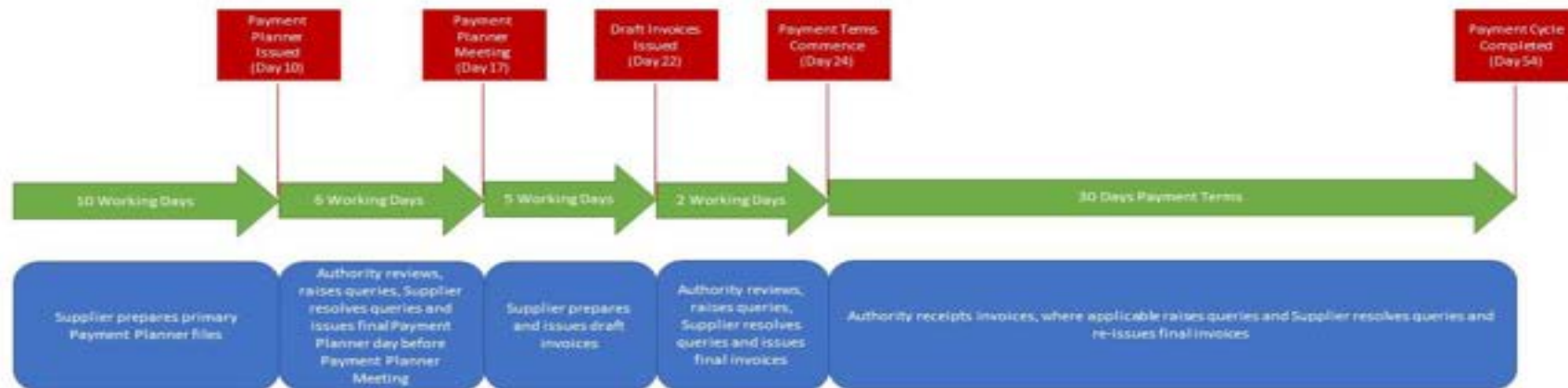
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ANNEX G: PAYMENT PLANNER

Payment Planner Cycle

NOTE: The diagram below has been included for illustration purposes only to summarise and illustrate the Payment Planner process as set out in Paragraph 2 (Payment Planner) of Part E (Invoicing and Payment Terms) of this Schedule. In the event of any conflict or discrepancy between the diagram and Paragraph 2 (Payment Planner) of Part E (Invoicing and Payment Terms) of this Schedule, Paragraph 2 (Payment Planner) shall take precedence.

Payment Cycle



General Principles

Single Payment Planner to be issued at the start of the Payment Cycle

Payment Planner to only be amended ahead of Payment Planner meeting with Authority raised queries

Payment Planner meeting is to approve charges and not to be used to discuss issues/queries

Any missed items to be raised the following monthly cycle (noted on the Un-invoiced Charges Report)

Payment Planner and Invoicing must always agree

ANNEX H: NOT USED

ANNEX I: MAXIMUM PAYMENTS ON TERMINATION

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Call-Off Contract:

Redacted

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer and/or a Service Recipient in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and/or Service Recipients and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's and/or Service Recipients computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer and/or Service Recipient or the Supplier in connection with this Contract which is owned by or licensed to the Buyer and/or Service Recipient by a third party and which interfaces with the Supplier System or which is necessary for the Buyer and/or Service Recipient to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or

- b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious

software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not Defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

"Open Source "

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"

means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided; or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- c) where any part of the Supplier System is situated;

"Permitted Maintenance"

has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"

has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"

has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;

"Software"

Specially Written Software COTS Software and non-COTS Supplier and third party Software;

"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

- 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
 - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

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

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3. ensure that the Supplier System will be free of all encumbrances;

- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

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

8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
 - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant

Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer and/or any Service Recipients a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) and/or any Service Recipients business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to

the Buyer and/or any Service Recipients on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer and/or any Service Recipients it shall:

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

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer and/or any Service Recipients on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer;
or

9.3.4.2. will no longer be made commercially available

9.4. Buyer's right to assign/novate licences

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

9.5. Licence granted by the Buyer

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

9.6. Open Source Publication

- 9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
 - 9.6.1.1. suitable for publication by the Buyer as Open Source; and
 - 9.6.1.2. based on Open Standards (where applicable),and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
 - 9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
 - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
 - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
 - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. **Malicious Software**

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

- 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.
- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

10.2. Software Support & Maintenance Terms

- 10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

10.3. Software as a Service Terms

- 10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

10.4. As a Service Terms

- 10.4.1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

11. Buyer Premises

11.1. Licence to occupy Buyer Premises

- 11.1.1. Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract.

- 11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2. Security of Buyer Premises

- 11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.
- 11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

- 12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any

premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

- 12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Authority Cause. The Supplier shall inform the Buyer immediately of becoming aware of any Defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

- 13.1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be

liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

- 13.5. Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
 - 13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
 - 13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

ANNEX A

Non-COTS Third Party Software Licensing Terms

ANNEX B

COTS Licensing Terms

ANNEX C

Software Support & Maintenance Terms

ANNEX D

Software as a Service Terms

ANNEX E

As a Service Terms

Call-Off Schedule 7 (Key Supplier Staff)

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

Not used

Part B: Long Form Security Requirements

1 Core Requirements

- 1.1 Where the Buyer has selected an option in the table below, the Supplier and Subcontractors must comply with the requirements relating to that option set out in the relevant Paragraph:

Certifications (see Paragraph 12)		
The Supplier must have the following Certifications:	ISO/IEC 27001:2013 by a UKAS-approved certification body	☒
	Cyber Essentials Plus	☒
	Cyber Essentials	☒
Subcontractors that Handle Government Data must have the following Certifications:	ISO/IEC 27001:2013 by a UKAS-approved certification body	☒
	Cyber Essentials Plus	☒
	Cyber Essentials	☒
Locations (see Paragraph 13)		
The Supplier and Subcontractors may store, access or Handle Government Data in:	the United Kingdom only, except where the Buyer has given its consent in writing to storage, access or Handle Government Data in such other country (including countries in the European Economic Area); such consent may be subject to conditions set by the Buyer.	☒
	the United Kingdom and European Economic Area only	☐
	anywhere in the world not prohibited by the Buyer	☐

Support Locations (see Paragraph 14)		
The Supplier and Subcontractors may operate Support Locations in:	the United Kingdom only, except where the Buyer has given its consent in writing to storage, access or Handle Government Data in such other country (including countries in the European Economic Area); such consent may be subject to conditions set by the Buyer	☒
	the United Kingdom and European Economic Area only	☐
	anywhere in the world not prohibited by the Buyer	☐

Optional requirements

- 1.2 Where the Buyer has selected an option in the table below, the Supplier and Subcontractors must comply with the requirements of the corresponding paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.

Security Testing (see Paragraph 8)	
The Supplier must undertake security testing at least once every Contract Year and remediate any vulnerabilities, where it is technically feasible to do so	☒
Cloud Security Principles (see Paragraph 9 of Part B – Annex 1)	
The Supplier must assess the Supplier Information Management System against the Cloud Security Principles	☒
Record Keeping (see Paragraph 10 of Part B – Annex 1)	

The Supplier must keep records relating to Subcontractors, Sites, Third Party Tools and third parties	☒
Encryption (see Paragraph 4 of Part B – Annex 1)	
The Supplier must encrypt Government Data while at rest or in transit	☒
Protecting Monitoring System (see Paragraph 11 of Part B – Annex 1)	
The Supplier must implement an effective Protective Monitoring System	☒
Patching (see Paragraph 11)	
The Supplier must patch vulnerabilities in the Supplier Information Management System promptly	☒
Malware Protection (see Paragraph 12 of Part B – Annex 1)	
The Supplier must use appropriate Anti-virus Software	☒
End-user Devices (see Paragraph 2 of Part B – Annex 1)	
The Supplier must manage End-user Devices appropriately	☒
Vulnerability Scanning (see Paragraph 11.5)	
The Supplier must scan the Supplier Information Management System weekly for unpatched vulnerabilities	☒
Access Control (see Paragraph 7 of Part B – Annex 1)	
The Supplier must implement effective access control measures for those accessing Government Data and for Privileged Users	☒

Return and Deletion of Government Data (see Paragraph 3 of Part B – Annex 1)	
The Supplier must return or delete Government Data when requested by the Buyer	☒
Physical Security (see Paragraph 13 of Part B – Annex 1)	
The Supplier must store Government Data in physically secure locations	☒
Security Breaches (see Paragraph 10)	
The Supplier must report any Breach of Security to the Buyer promptly	☒
Security Management Plan (see Paragraph 5)	
The Supplier must provide the Buyer with a Security Management Plan detailing how the requirements for the options selected have been met.	☒

2 Definitions

2.1 In this Call-Off Schedule 9 (Security) the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Anti-virus Software”

means software that:

- a) protects the Supplier Information Management System from the possible introduction of Malicious Software;
- b) scans for and identifies possible Malicious Software in the Supplier Information Management System;
- c) if Malicious Software is detected in the Supplier Information Management System, so far as possible:
 - i. prevents the harmful effects of the Malicious Software; and

- ii. removes the Malicious Software from the Supplier Information Management System;

"Baseline Security Requirements"

means those requirements set out at Part B of Annex 1;

"Breach of Security"

means the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites, the Supplier Information Management System and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any Subcontractor in connection with this Contract;
- b) the loss (physical or otherwise), corruption 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, the Supplier or any Subcontractor in connection with this Contract;
- c) any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements;
- d) the installation of Malicious Software in the Supplier Information Management System;
- e) any loss of operational efficiency or failure to operate to specification as a result of the installation or operation of Malicious Software in the Supplier Information Management System; and / or
- f) any attempt to undertake the activities listed in sub-paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:
 - i) was part of a wider effort to access information and communications technology operated by or on behalf of a Central Government Body; or
 - ii) was undertaken, or directed by, a state other than the United Kingdom

	in any case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 5.3.7.2.d.
“Buyer Security Test”	means a Test carried out by the Buyer as described in Paragraph 8.2;
“Certifications”	means one or more of the following certifications: a) ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier Information Management System, or in respect of the Wider Information Management System; and b) Cyber Essentials Plus; and/or c) Cyber Essentials;
“Certification Requirements”	means the requirements set out in Paragraph 12;
“CHECK Scheme”	means the NCSC’s scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
“CHECK Service Provider”	means a company which, under the CHECK Scheme: a) has been certified by the NCSC; b) holds “Green Light” status; and c) is authorised to provide the IT Health Check services required by Paragraph 8 (Security Testing);
“Cloud Security Principles”	means the NCSC’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles .
“CREST Service Provider”	means a company with an information security accreditation of a security operations centre qualification from CREST International;
“Cyber Essentials”	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;

“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the NCSC;
“End User Device”	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Deliverables.
“HMG Baseline Personnel Security Standard”	means the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Deliverables, as set out in "HMG Baseline Personnel Standard", Version 6.0, May 2018 (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as that document is updated from time to time;
"ISMS"	means the part of the Security Management Plan setting out the information security management system and process developed by the Supplier as updated from time to time in accordance with this Call-Off Schedule 9 (Security); and
“ISO Certification”	means: a) ISO/IEC27001:2013, where the certification was obtained before November 2022, but only until November 2025; and b) ISO/IEC27001:2022 in all other cases.
“IT Health Check”	means testing of the Supplier Information Management System by a CHECK Service Provider;
“NCSC”	means the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
“NCSC Device Guidance”	means the NCSC’s document “Device Security Guidance”, as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance ;
“Privileged User”	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;

“Prohibition Notice”	means the meaning given to that term by Paragraph 13.4.
“Protective Monitoring System”	has the meaning given to that term by Paragraph 11.1 of Part B – Annex 1;
“Register of Sites, Support Locations and Third-party Tools”	means the part of the Security Management Plan setting out, in respect of Sites, Support Locations and Third party Tools: a) the Sites, Support Locations and Third party Tools that the Supplier will use to Handle Government Data or provide the Deliverables; b) the nature of the activity performed at the Site or Support Location or by the Third party Tool in respect of the Government Data; c) in respect of each entity providing a Site, Support Location or Third party Tool, its: i. full legal name; ii. trading name (if any) iii. country of registration; iv. registration number (if applicable); and v. registered address;
“Security Management Plan”	means the document prepared in accordance with the requirements of Paragraphs 5 and 6 and in the format, and containing the information, specified in Part B - Error! Reference source not found. (Security Management Plan).
“Security Requirements”	mean the Buyer’s security requirements, the current copy of which is at Part B - Annex 1 to this Call-Off Schedule 9 (Security) and as is updated from time to time by the Buyer and notified to the Supplier in accordance with Paragraphs 3.14 to 3.15 (inclusive);
“Security Representative”	the single point of contact, nominated by the respective Party, who has overall responsibility for security in relation to this Contract and who shall be a suitably qualified individual with mission and resources to centrally manage, coordinate, develop, implement and maintain the cybersecurity and privacy controls;
“Security Test”	means: a) a Buyer Security Test;

- b) an IT Health Check; or
- c) a Supplier Security Test;

“Sites”

means any premises (including the Buyer's Premises, the Supplier's premises or third party premises):

- a) from, to or at which:
 - i. the Deliverables are (or are to be) provided; or
 - ii. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or
- b) where:
 - i. any part of the Supplier Information Management System is situated; or
 - ii. any physical interface with the Authority System takes place;

“Special Category Personal Data”

means the categories of Personal Data set out in Article 9(1) and Article 10(1) of the UK GDPR;

“Sub-Contractor”

includes, for the purposes of this Call-Off Schedule 9 (Security), any individual or entity that:

- a) forms part of the supply chain of the Supplier; and
- b) has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System and the Government Data.

For the avoidance of doubt, this is the definition of “Sub-contractor” that shall apply to this Call-Off Schedule 9 (Security) only, and the definition of “Sub-Contractor” set out in Joint Schedule 1 (Definitions) shall not apply to this Call-Off Schedule 9 (Security);

“Sub-Contractor Personnel”

means:

- a) any individual engaged, directly or indirectly, or employed, by any Subcontractor; and
- b) engaged in or likely to be engaged in:
 - i. the performance or management of the Deliverables; or

- ii. the provision of facilities or services that are necessary for the provision of the Deliverables;

“Supplier Information Management System”

means those parts of Wider Information Management System that that the Buyer has determined in accordance with Paragraph 4 shall be subject to assurance; .

“Supplier Security Test”

means a Test carried out by the Supplier as described in Paragraph 8.11;

“Support Location”

means a place or facility where or from which individuals may access or Handle the Government Data, including locations in which the Global Admin support takes place;

“Third Party Tool”

means any activity conducted other than by the Supplier during which the Government Data is accessed, analysed or modified, or some form of operation is performed on it;

“UKAS”

means the United Kingdom Accreditation Service;

“Wider Information Management Systems”

means

- a) any:
 - i. information assets,
 - ii. IT systems,
 - iii. IT services; or Sites that the Supplier or any Supply Chain Member will use to Handle, or support the Handling of, Government Data and provide, or support the provision of, the Deliverables; and
- b) the associated information management system, including all relevant:
 - i. organisational structure diagrams,
 - ii. controls,
 - iii. policies,
 - iv. practices,
 - v. procedures,
 - vi. processes; and
 - vii. resources.

3 Security Requirements

- 3.1 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 Call-Off Schedule 9 (Security).
- 3.2 The Parties acknowledge that the purpose of the Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 3.3 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently, on the security of:
 - 3.3.1 the Buyer System;
 - 3.3.2 the Supplier Information Management System;
 - 3.3.3 the Sites; and
 - 3.3.4 the Deliverables.
- 3.4 The Parties shall each appoint a security representative to be responsible for Security ("Security Representative"). The Supplier's Security Representative shall be a suitably qualified individual and the single point of contact, nominated by the Supplier, who has overall responsibility for security in relation to this Contract.
- 3.5 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the Security Management Plan, security related activities and any mitigations are driven by these fundamental needs.
- 3.6 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 3.7 The Supplier and / or any Subcontractors shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier and / or any Subcontractors at all times.
- 3.8 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 3.9 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

- 3.10 Subject to this Paragraph 3 the references to Standards, guidance and policies contained or set out in this Call-Off Schedule 9 (Security) 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.
- 3.11 In the event that the Supplier or any Subcontractor becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in this Call-Off Schedule 9 (Security), the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer's Security Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier and any Subcontractor shall comply with.
- 3.12 Where the Deliverables are provided by a Subcontractor, the Subcontractor shall take the same responsibility as the Supplier in accordance with the Supplier's obligations within this Call-Off Schedule 9 (Security) with respect to that Deliverable, regardless as to whether this has been explicitly called out in each individual circumstance.
- 3.13 The Supplier shall provide to the Buyer such regular reports as agreed between the Parties from time to time, and at a frequency agreed between the Parties.
- 3.14 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Requirements and any limitations specified by the Buyer on use of the Supplier Information Management System to Handle Government Data.
- 3.15 If the Supplier believes that a change or proposed change to the Security Requirements, or any limitations specified by the Buyer on use of the Supplier Information Management System to Handle Government Data, will have a material and unavoidable cost implication on the Deliverables, it may submit a Variation Request. 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 then be agreed in accordance with the Variation Procedure.

4 Supplier information management system

- 4.1 The Buyer must determine:
- 4.1.1 the scope and component parts of the Supplier Information Management System; and
 - 4.1.2 the boundary between the Supplier Information Management System and the Wider Information Management System.
- 4.2 To enable the Buyer to make that determination, the Supplier shall provide the Buyer with

- 4.2.1 an appropriately detailed diagram of the Wider Information Management System; and
 - 4.2.2 such documentation and information that the Buyer may require regarding the Wider Information Management System.
 - 4.3 The Buyer shall notify the Supplier, as soon as reasonably practical, following the receipt of such documentation and information, of its decision regarding:
 - 4.3.1 the scope and component parts of the Supplier Information Management System;
 - 4.3.2 its boundary with the Wider Information Management System.
 - 4.4 The Supplier shall reproduce the Buyer's decision as a diagram documenting the components and systems forming part of, and the boundary between, the Supplier Information Management System and the Wider Information Management System.
 - 4.5 The diagram prepared under Paragraph 4.5 forms part of the Security Management Plan.
 - 4.6 Any proposed change to:
 - 4.6.1 the component parts of the Supplier Information Management System; or
 - 4.6.2 the boundary between the Supplier Information Management System and the Wider Information Management System,
- is:
- 4.6.3 a change to the Contract to which the Variation Procedure applies; and
 - 4.6.4 requires approval by the Buyer under Paragraph 7;

5 Security Management Plan

- 5.1 This Paragraph 5 applies only where the Buyer has selected this option in Paragraph 1.

Preparation of Security Management Plan

- 5.2 Within twenty (20) Working Days of the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with this Paragraph 5 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 5.3.
- 5.3 The Security Management Plan shall:

- 5.3.1 be based on the initial Security Management Plan set out in Part B - Annex 2 (Security Management Plan);
- 5.3.2 comply with the Security Requirements and, where specified by the Buyer in accordance with Paragraph 5.3.7.2.d, the Security Policy;
- 5.3.3 document how the Supplier and its Subcontractors will comply with the requirements set out in this Call-Off Schedule 9 (Security) and the Contract in order to ensure the security of the Government Data and the Supplier Information Management System;
- 5.3.4 accurately represent the Supplier Information Management System;
- 5.3.5 ensure the Supplier Information Management System will meet the requirements of this Call-Off Schedule 9 (Security);
- 5.3.6 include a completed statement of applicability under the relevant ISO Certification for the Supplier Information Management System;
- 5.3.7 include an ISMS for the Supplier Information Management System, which shall:
 - 5.3.7.1 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002;
 - 5.3.7.2 at all times provide a level of security which:
 - 5.3.7.2.a is in accordance with the Law and this Contract;
 - 5.3.7.2.b complies with the Baseline Security Requirements;
 - 5.3.7.2.c as a minimum demonstrates Good Industry Practice;
 - 5.3.7.2.d where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - 5.3.7.2.e complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - 5.3.7.2.f takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - 5.3.7.2.g complies with HMG Information Assurance Maturity Model and Assurance Framework

[https://www.ncsc.gov.uk/files/GPG40%20-%20Information%20Assurance%20Maturity%20Model%20-%20issue%202.1%20Oct%202015%20-%20NCSC%20Web%20\(1\).pdf](https://www.ncsc.gov.uk/files/GPG40%20-%20Information%20Assurance%20Maturity%20Model%20-%20issue%202.1%20Oct%202015%20-%20NCSC%20Web%20(1).pdf)

- 5.3.7.2.h meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- 5.3.7.2.i addresses issues of incompatibility with the Supplier's own organisational security policies; and
- 5.3.7.2.j complies with ISO/IEC27001 and ISO/IEC27002;
- 5.3.7.3 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan);
- 5.3.8 document the security incident management processes and incident response plans;
- 5.3.9 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy;
- 5.3.10 include the diagram documenting the Supplier Information Management System, the Wider Information Management System and the boundary between them (created under Paragraph 4.4);
- 5.3.11 include an assessment of the Supplier Information Management System against the requirements of this Call-Off Schedule 9 (Security)**Error! Reference source not found.**, including the Baseline Security Requirements;
- 5.3.12 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call-Off Schedule 9 (Security) is complied with by the Supplier and any Subcontractor;
- 5.3.13 include a formal information risk assessment of, and a risk treatment plan form, the Supplier Information Management System;

- 5.3.14 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 delivery of the Deliverables, the Buyer Premises, the Sites, the Supplier Information Management System, the Buyer System (to the extent that it is under the control of the Supplier and / or any Subcontractor) 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, including how the Supplier and / or any Subcontractor shall:
 - 5.3.14.1 ensure that secure courier is used to transport voice assets/devices so that asset integrity is not interfered with during transit to/from the Buyer sites; and
 - 5.3.14.2 provide mechanisms in place to identify custodians throughout the transport of digital or non-digital media.
- 5.3.15 detail the process the Supplier and / or any Subcontractor will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Service Recipients, the Deliverables and/or users of the Deliverables;
- 5.3.16 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier Information Management System, the Buyer System (to the extent that it is under the control of the Supplier and / or any Subcontractor) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer, the Supplier or any Subcontractor 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;
- 5.3.17 set out the security measures and controls to be implemented and maintained by the Supplier and any Subcontractor in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and 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 Call-Off Schedule 9 (Security);
- 5.3.18 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Call-Off Schedule 9 (Security) through consideration of available,

appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

- 5.3.19 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the Security Management Plan within the timeframe agreed between the Parties;
- 5.3.20 set out the scope of the Buyer System that is under the control of the Supplier and / or any Subcontractor;
- 5.3.21 include a description of how all the options selected in this Call-Off Schedule 9 (Security) are being met;
- 5.3.22 include evidence of the required certifications for the Supplier and any Subcontractors specified in Paragraph 12;
- 5.3.23 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards;
- 5.3.24 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call-Off Schedule 9 (Security); and
- 5.3.25 include the following information, so far as is applicable, in respect of each Subcontractor:
 - 5.3.25.1 the Subcontractor's:
 - 5.3.25.1.a legal name;
 - 5.3.25.1.b trading name (if any); and
 - 5.3.25.1.c registration details (where the Subcontractor is not an individual);
 - 5.3.25.2 the Certifications held by the Subcontractor;
 - 5.3.25.3 the Deliverables provided, or contributed to, by the Subcontractor;
 - 5.3.25.4 the access the Subcontractor has to the Supplier Information Management System;
 - 5.3.25.5 the Government Data Handled by the Subcontractor;

- 5.3.25.6 the Handling that the Subcontractor will undertake in respect of the Government Data; and
- 5.3.25.7 the measures the Subcontractor has in place to comply with the requirements of this Call-Off Schedule 9 (Security);
- 5.3.26 include the Register of Sites, Support Locations and Third-party Tools;
- 5.3.27 detail the protective monitoring that the Supplier and any Subcontractors will undertake in accordance with Paragraph 11 of Part B – Annex 1 of the Security Requirements, including:
 - 5.3.27.1 the additional audit and monitoring the Supplier and / or any Subcontractor will undertake of the Supplier Information Management System; and
 - 5.3.27.2 the retention periods for audit records and event logs.

Approval of Security Management Plan

- 5.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
 - 5.4.1 an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
 - 5.4.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- 5.5 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 5.2 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call-Off Schedule 9 (Security).
- 5.6 If the Security Management Plan is rejected by the Buyer, the Supplier shall prepare a revised Security Management Plan taking the Buyer's reasons into accounts, which the Supplier must submit to the Buyer for review within ten (10) Working Days of the date of a rejection notice from the Buyer, or such other period agreed with the Buyer.
- 5.7 The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan.
- 5.8 If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

- 5.9 No Approval to be given by the Buyer pursuant to this Paragraph 5 may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 5.3 shall be deemed to be reasonable.
- 5.10 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 5.4 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call-Off Schedule 9 (Security).

6 Monitoring and Amendment of the Security Management Plan

- 6.1 The Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually and as otherwise required by this Paragraph 6 to reflect:
- 6.1.1 emerging changes in Good Industry Practice;
 - 6.1.2 any change or proposed change to the Supplier Information Management System, the Deliverables and/or associated processes;
 - 6.1.3 any new perceived or changed security threats;
 - 6.1.4 where required in accordance with Paragraph 5.3.7.2.d, any changes to the Security Policy;
 - 6.1.5 any reasonable change in requirement requested by the Buyer.
- 6.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 6.2.1 updates to the risk assessments;
 - 6.2.2 suggested improvements in measuring the effectiveness of controls.

Monitoring the Security Management Plan

- 6.3 The Supplier, where it plans to undertake, or after becoming aware of, any of the following:
- 6.3.1 a significant change to the components or architecture of the Supplier Information Management System;
 - 6.3.2 a significant change in the boundary between the Supplier Information Management System and the Wider Information Management System
 - 6.3.3 a significant change in the operation of the Supplier Information Management System;

- 6.3.4 the replacement of an existing, or the appointment of a new Subcontractor that Handles Government Data;
 - 6.3.5 a significant change in the quantity of Personal Data held by the Supplier and / or any Subcontractors; and/or
 - 6.3.6 where the Supplier or a Subcontractor has previously Handles Government Data that is Personal Data, other than Special Category Personal Data, it proposes to start to Process Government Data that is Special Category Personal Data under this Contract;
- must
- 6.3.7 within two (2) Working Days notify the Buyer; and
 - 6.3.8 within ten (10) Working Days after the initial notification, or such other timescale as may be agreed with the Buyer:
 - 6.3.8.1 update any affected parts of the Security Management Plan; and
 - 6.3.8.2 provide the Buyer with a copy those documents for review and approval.
- 6.4 Paragraph 6.3 applies in addition to, and not in substitution of, the Parties obligations to comply with the Variation Procedure for any Contract Variation or Operational Variation.
- 6.5 Any proposed change under Paragraph 6.3.1, 6.3.2 or 6.3.6 constitutes a Contract Variation to which the Variation Procedure applies.

Review and Approval of Updated Security Management Plan

- 6.6 Where the Supplier has updated the Security Management Plan under this Paragraph 6, the Buyer may review the updated plans, require the provision of such further information, and undertake such further investigations as the Buyer considers necessary or desirable.
- 6.7 At the conclusion of that review, the Buyer must issue the Supplier with either:
 - 6.7.1 an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
 - 6.7.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- 6.8 If the updated Security Management Plan submitted to the Buyer is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call-Off Schedule 9 (Security).

- 6.9 If the Security Management Plan is rejected by the Buyer, the Supplier shall prepare a revised Security Management Plan taking the Buyer's reasons into accounts, which the Supplier must submit to the Buyer for review within ten (10) Working Days of the date of the rejection notice from the Buyer, or such other period agreed with the Buyer.
- 6.10 The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan.
- 6.11 If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.12 No Approval to be given by the Buyer pursuant to this Paragraph 6 may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 5.3 and any further updates as a result of the activities in Paragraph 5 and Paragraph 6 shall be deemed to be reasonable.
- 6.13 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 6.7 of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call-Off Schedule 9 (Security).
- 6.14 Subject to Paragraph 6.15, any change which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out pursuant to Paragraph 6.1, a Buyer request, a change to Part B - Annex 1 (Security Requirements) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 6.15 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

7 Changes to the Supplier Information Management System

- 7.1 Notwithstanding anything in this Contract, the Supplier must obtain the approval of the Buyer before making any of the following changes to the Supplier Information Management System:

- 7.1.1 a significant change in the systems or components making up the Supplier Information Management System;

- 7.1.2 a significant change in the operation or management of the Supplier Information Management System; or
 - 7.1.3 the appointment of a new, or the replacement of an existing Subcontractor that Handles Government Data.
- 7.2 In seeking the Buyer's approval to a proposed changes to the Supplier Information Management System, the Supplier must:
 - 7.2.1 prepare a proposal for the Buyer setting out:
 - 7.2.1.1 details of the proposed changes to the Supplier Information Management System;
 - 7.2.1.2 an assessment of the security implications of the proposed change;
 - 7.2.1.3 a risk assessment of the proposed change; and
 - 7.2.1.4 any proposed changes to the Security Management Plan; and
 - 7.2.2 provide that paper to the Buyer no later than thirty (30) Working Days before the date on which it will consider the proposed changes.
- 7.3 The Buyer:
 - 7.3.1 may request such further information as the Buyer considers necessary or desirable;
 - 7.3.2 must provide its decision within twenty (20) Working Days of the later of:
 - 7.3.2.1 the date on which it receives the proposal; or
 - 7.3.2.2 the date on which it receives any requested further information;
 - 7.3.3 must not:
 - 7.3.3.1 unreasonably refuse any proposal by the Supplier; and
 - 7.3.3.2 must not make any approval subject to unreasonable conditions.
- 7.4 If the Buyer does not provide a decision within the period specified in Paragraph 7.3.2, the proposal shall be deemed to have been accepted.

Implementation of changes

- 7.5 Where the Supplier or any Subcontractor implements a necessary change to the Supplier Information Management System to address a security related risk or vulnerability, the Supplier or Subcontractor shall effect such change at its own cost and expense.
- 7.6 If the Supplier or any Subcontractor does not implement a necessary change to the Supplier Information Management System to address a security related risk or vulnerability by the date agreed between the Parties:
- 7.6.1 that failure shall be deemed to be a material Default by the Supplier for the purposes of Clause 10.4 (When CCS or the Buyer can end a contract) of the Core Terms and the Buyer may request that the Supplier provides the Buyer with a Rectification Plan in accordance with Clause 10.3 of the Core Terms; and
- 7.6.2 the Supplier shall, or shall procure that the relevant Subcontractor shall:
- 7.6.2.1 immediately cease using the Supplier Information Management System to Handle Government Data either:
- 7.6.2.1.a until the Default is remedied in accordance with the Rectification Plan, or
- 7.6.2.1.b unless directed otherwise by the Buyer in writing and then only in accordance with the Buyer's written directions;
- 7.6.2.2 where such material Default is capable of remedy, remedy such material Default within the timescales set by the Buyer (considering the security risks the material Default presents to the Deliverables and/or the Supplier Information Management System) by providing the Buyer with a Rectification Plan in accordance with Clause 10.3 of the Core Terms; and
- 7.6.2.3 where such material Default is incapable of remedy, procure that the Government Data is promptly returned, destroyed and / or erased in accordance with the Security Requirements.

8 Security Testing

Responsibility for security Testing

- 8.1 The Supplier is solely responsible for:
- 8.1.1 the costs of conducting any security testing required by this Paragraph 8 (unless the Buyer gives notice under Paragraph 8.2); and

- 8.1.2 the costs of implementing any findings, or remedying any vulnerabilities, identified in that security testing.

Security Tests by the Buyer

- 8.2 The Buyer may, where it has significant concerns relating to the security of the Supplier Information Management System, give notice to the Supplier that the Buyer will undertake the security testing required by Paragraph 8.10.
 - 8.3 Where the Buyer gives notice under Paragraph 8.2:
 - 8.3.1 the Supplier shall provide such reasonable cooperation as the Buyer requests, including:
 - 8.3.1.1 such access to the Supplier Information Management System as the Buyer may request; and
 - 8.3.1.2 such technical and other information relating to the Information Management System as the Buyer requests;
 - 8.3.2 the Buyer must provide a full, unedited and unredacted copy of the report relating to the IT Health Check as soon as reasonably practicable after the Buyer receives a copy of the report; and
 - 8.3.3 for the purposes of Paragraphs 8.17 and 8.18:
 - 8.3.3.1 the Supplier must treat any IT Health Check commissioned by the Buyer as if it were such a report commissioned by the Supplier; and
 - 8.3.3.2 the time limits in Paragraph 8.17 run from the date on which the Buyer provides the Supplier with the copy of the report under Paragraph 8.3.2.
 - 8.3.4 In addition to its rights under Paragraph 8.2, the Buyer and/or its authorised representatives may, at any time and without giving notice to the Supplier, carry out such tests (including penetration tests) as it may deem necessary in relation to:
 - 8.3.5 the Deliverables;
 - 8.3.6 the Supplier Information Management System; and/or
 - 8.3.7 the Supplier's compliance with the Security Management Plan
- (Buyer Security Tests).**

- 8.4 The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer Security Tests to the extent that it is reasonably practicable for it to do so taking into account the nature of the Buyer Security Tests.
- 8.5 The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.
- 8.6 The Buyer shall design and implement the Buyer Security Tests to minimise their impact on the provision of the Deliverables.
- 8.7 If a Buyer Security Tests causes Supplier Non Performance, the Buyer Security Tests shall be treated as Authority Cause, except where the root cause of the Supplier Non Performance was a security related weakness or vulnerability exposed by the Buyer Security Tests.

Security Tests by the Supplier

- 8.8 The Supplier shall
- 8.8.1 before Handling Government Data;
 - 8.8.2 before submitting the draft Security Management Plan to the Buyer for an assurance decision;
 - 8.8.3 from time to time;
 - 8.8.4 at least annually;
 - 8.8.5 after any change or amendment to the Security Management Plan; and
 - 8.8.6 when required to do so by the Buyer;
- undertake the following activities at its own cost and expense:
- 8.8.7 conduct security testing of the Supplier Information Management System (an “**IT Health Check**”) in accordance with Paragraphs 8.14 to 8.16;
 - 8.8.8 implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraphs 8.17 and 8.18.
- 8.9 In addition to it's obligations under Paragraph 8.8, the Supplier must undertake any tests required by:
- 8.9.1 any Rectification Plan;
 - 8.9.2 the Certification Requirements;
 - 8.9.3 the Security Management Plan; and

- 8.9.4 the Buyer, following a Breach of Security or a significant change, as assessed by the Buyer, to the components or architecture of the Supplier Information Management System,
- each a **“Supplier Security Test”**.
- 8.10 The Supplier must:
- 8.10.1 design and implement the Supplier Security Tests so as to minimise the impact on the delivery of the Deliverables;
- 8.10.2 agree the date, timing, content and conduct of such Supplier Security Tests in advance with the Buyer.
- 8.11 Where the Supplier fully complies with Paragraph 8.10, if a Supplier Security Test causes a Service Level Failure in a particular Service Period, the Supplier shall be entitled to relief in respect of such Service Level Failure for that Service Period.
- 8.12 The Buyer may send a representative to witness the conduct of the Supplier Security Tests.
- 8.13 The Supplier shall provide the Buyer with a full, unedited and unredacted copy of the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within ten (10) Working Days, after completion of each Supplier Security Test.
- 8.14 In arranging an IT Health Check, the Supplier must:
- 8.14.1 use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;
- 8.14.2 design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier Information Management System and the delivery of the Deliverables, and the date, timing, content and conduct of such IT Health Checks shall be agreed in advance with the Buyer;
- 8.14.3 ensure that the scope of the IT Health Check encompasses the components of the Supplier Information Management System used to access, store, Handle or manage Government Data; and
- 8.14.4 ensure that the IT Health Check provides for effective penetration testing of the Supplier Information Management System.
- 8.15 The Supplier must commission the IT Health Check in accordance with the scope, aim and timing agreed by the Buyer.

- 8.16 Following completion of an IT Health Check, the Supplier must provide the Buyer with a full, unedited and unredacted copy of the report relating to the IT Health Check without delay and in any event within ten (10) Working Days of its receipt by the Supplier.
- 8.17 The Supplier must treat any vulnerabilities as follows:
- 8.17.1 the Supplier must remedy any vulnerabilities classified as critical in the IT Health Check report:
 - 8.17.1.1 if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or
 - 8.17.1.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 8.17.1.1), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
 - 8.17.2 the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:
 - 8.17.2.1 if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or
 - 8.17.2.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 8.17.1.1, then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
 - 8.17.3 the Supplier must remedy any vulnerabilities classified as medium in the IT Health Check report:
 - 8.17.3.1 if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or
 - 8.17.3.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 8.17.3.1 then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;
 - 8.17.3.3 where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

- 8.18 The Supplier must notify the Buyer immediately if it does not, or considers it will not be able to, remedy the vulnerabilities classified as critical, high or medium in a Security Test report within the time periods specified in Paragraph 8.17.3.
- 8.19 Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the Service Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 8.20 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 8.21 Where any Security Test carried out reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the SIMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the SIMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Part B - Annex 1 (Security Requirements) to this Call-Off Schedule 9 (Security)) or the requirements of this Call-Off Schedule 9 (Security), the change to the SIMS or Security Management Plan shall be at no cost to the Buyer.
- 8.22 If any repeat Security Test carried out pursuant to Paragraph 8.21 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default by the Supplier for the purposes of Clause 10.4 (When CCS or the Buyer can end a contract) of the Core Terms and the Buyer may request that the Supplier provides the Buyer with a Rectification Plan in accordance with Clause 10.3 of the Core Terms.

9 Audit Rights

Right of Audit

- 9.1 The Buyer may undertake an Audit of the Supplier or any Subcontractor to:
- 9.1.1 verify the Supplier's or Subcontractor's (as applicable) compliance with the requirements of this Call-Off Schedule 9 (Security) and the Data Protection Legislation as they apply to Government Data;

- 9.1.2 inspect the Supplier Information Management System (or any part of it);
 - 9.1.3 review the integrity, confidentiality and security of the Government Data;
 - 9.1.4 ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 5.3.7.2.d; and / or
 - 9.1.5 verify the Supplier's or Subcontractor's (as applicable) compliance with the Certification Requirements of this Call-Off schedule 9 (Security).
- 9.2 Any audit undertaken under this Paragraph 9:
- 9.2.1 may only take place during the Call-Off Contract Period and for a period of eighteen (18) Months afterwards; and
 - 9.2.2 is in addition to any other rights of audit the Buyer has under this Contract.
- 9.3 The Buyer may not undertake more than one audit under Paragraph 9.1 in each calendar year unless the Buyer has reasonable grounds for believing:
- 9.3.1 the Supplier or any Subcontractor has not complied with its obligations under this Contract or the Data Protection Legislation as they apply to the Government Data;
 - 9.3.2 there has been or is likely to be a Security Breach affecting the Government Data; or
 - 9.3.3 where vulnerabilities, or potential vulnerabilities have been identified by:
 - 9.3.3.1 an IT Health Check; or
 - 9.3.3.2 a Breach of Security.

Conduct of Audits

- 9.4 The Buyer must use reasonable endeavours to provide fifteen (15) Working Days' notice of an audit.
- 9.5 The Buyer must when conducting an audit:
- 9.5.1 comply with all relevant policies and guidelines of the Supplier or Subcontractor (as applicable) concerning access to the Supplier Information Management System as the Buyer considers reasonable having regard to the purpose of the audit; and

- 9.5.2 use reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt the Supplier or Subcontractor (as applicable) or delay the provision of the Deliverables.
- 9.6 The Supplier must, and must ensure that Subcontractors, on demand provide the Buyer with all cooperation and assistance the Buyer may reasonably require, including:
 - 9.6.1 all information requested by the Buyer within the scope of the audit;
 - 9.6.2 access to the Supplier Information Management System; and
 - 9.6.3 access to the Supplier Staff or Subcontractor Personnel.

Response to Audit Findings

- 9.7 Where an Audit finds that:
 - 9.7.1 the Supplier or a Subcontractor has not complied with this Contract or the Data Protection Legislation as they apply to the Government Data;
 - 9.7.2 compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier; or
 - 9.7.3 there has been or is likely to be a Security Breach affecting the Government Data

the Buyer may require the Supplier to remedy those defaults at its own cost and expense and within the time reasonably specified by the Buyer.
- 9.8 With regards to compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy, if the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 9.9 If, as a result of any such independent audit as described in Paragraph 9.8 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.
- 9.10 The exercise by the Buyer of any rights it may have under this Paragraph 9 does not affect the exercise by it of any other or equivalent rights it may have under this Contract in respect of the Audit findings.

10 Security Breach

- 10.1 Either Party shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within twenty-four (24) hours upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 10.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 10.1, the Supplier shall:
 - 10.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 10.2.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 10.2.1.2 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or Security Management Plan to the extent that this is within the Supplier's control;
 - 10.2.1.3 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - 10.2.1.4 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - 10.2.1.5 supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("**GovCertUK**")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - 10.2.1.6 as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

- 10.2.2 provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction.
- 10.2.3 where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer.
- 10.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance with the Security Policy (where relevant); the requirements of this Call-Off Schedule 9 (Security); the SIMS; or the Security Management Plan, then any required change to the SIMS and / or Security Management Plan shall be at no cost to the Buyer.

11 Vulnerabilities and Fixing Them (Patching)

- 11.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Supplier Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 11.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
 - 11.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 11.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 11.3 The Supplier must, and must ensure that Subcontractors, treat any public releases of patches for vulnerabilities as follows:
 - 11.3.1 the Supplier must patch any vulnerabilities classified as "critical":
 - 11.3.1.1 if it is technically feasible to do so, within 7 days of the public release; or
 - 11.3.1.2 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 11.3.1.1 then as soon as reasonably practicable after the public release;

- 11.3.2 the Supplier must patch any vulnerabilities classified as “important”:
 - 11.3.2.1 if it is technically feasible to do so, within 30 days of the public release; or
 - 11.3.2.2 if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 11.3.2.1, then as soon as reasonably practicable after the public release;
 - 11.3.3 the Supplier must remedy any vulnerabilities classified as “other” in the public release:
 - 11.3.3.1 if it is technically feasible to do so, within 60 days of the public release; or
 - 11.3.3.2 if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 11.3.3.1, then as soon as reasonably practicable after the public release;
 - 11.3.4 where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability;
- except where:
- 11.3.5 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 11.3.6 the application of a ‘Critical’ or ‘Important’ security patch adversely affects the Supplier’s ability to deliver the Deliverables in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 11.3.7 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the SMP.
- 11.4 The Documentation and Implementation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the ‘n-1 version’) throughout the Contract Period unless:

- 11.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 11.4.2 is agreed with the Buyer in writing.
- 11.5 The Supplier shall:
 - 11.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 11.5.2 ensure that the Supplier Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 11.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Supplier Information Management System by actively monitoring the threat landscape during the Contract Period;
 - 11.5.4 scan the Supplier Information Management System at least weekly to identify any unpatched vulnerabilities;
 - 11.5.5 if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 11.3;
 - 11.5.6 From the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the Supplier Information Management System and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 11.5.7 propose interim mitigation measures to vulnerabilities in the Supplier Information Management System known to be exploitable where a security patch is not immediately available;
 - 11.5.8 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Deliverables (in order to reduce the attack surface of the Supplier Information Management System); and
 - 11.5.9 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of

the Supplier Information Management System and provide initial indications of possible mitigations.

- 11.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 11, the Supplier shall immediately notify the Buyer.
- 11.7 A failure to comply with Paragraph 11.3 shall constitute a Default, and the Supplier is to provide a Rectification Plan in accordance with Clause 10.3 of the Core Terms.

12 Certification Requirements

- 12.1 Where the Buyer has not specified Certifications under Paragraph 1, the Supplier must ensure that it and any Subcontractors that Handle Government Data are certified as compliant with Cyber Essentials.
- 12.2 Where the Buyer has specified Certifications under Paragraph 1, the Supplier must ensure that both:
- 12.2.1 it; and
 - 12.2.2 any Subcontractor that Handles Government Data, are certified as compliant with the Certifications specified by the Buyer in Paragraph 1.
- 12.3 The Supplier must ensure that the specified Certifications are in place for it and any relevant Subcontractor:
- 12.3.1 before the Supplier or any Subcontractor Handles Government Data; and
 - 12.3.2 throughout the Contract Period.

13 Location

- 13.1 Where the Buyer has not specified any locations or territories in Paragraph **Error! Reference source not found.**, the Supplier must not, and ensure that Subcontractors do not store, access or Handles Government Data outside the United Kingdom.
- 13.2 Where the Buyer has specified locations or territories in Paragraph **Error! Reference source not found.**, the Supplier must, and ensure that its Subcontractors, at all times store, access or process Government Data only in or from the geographic areas specified by the Buyer.
- 13.3 Where the Buyer has permitted the Supplier and its Subcontractors to store, access or process Government Data outside the United Kingdom or European

Economic Area, the Supplier must, and must ensure that its Subcontractors store, access or process Government Data in a facility operated by an entity where:

- 13.3.1 the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);
- 13.3.2 that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Call-Off Schedule 9 (Security);
- 13.3.3 the Supplier or Subcontractor has taken reasonable steps to assure itself that:
 - 13.3.3.1 the entity complies with the binding agreement; and
 - 13.3.3.2 the Subcontractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Handle the Government Data as required by this Call-Off Schedule 9 (Security);
- 13.3.4 the Buyer has not given the Supplier a Prohibition Notice under Paragraph 13.4.
- 13.4 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken the storage, accessing or Handling of Government Data in one or more countries or territories (a "**Prohibition Notice**").
- 13.5 Where the Supplier must and must ensure Subcontractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

14 Support Locations

- 14.1 The Supplier must ensure that all Support Locations are located only in the geographic areas permitted by the Buyer.
- 14.2 Where the Buyer has not selected an option concerning location in Paragraph 1, the Supplier may only locate Support Locations in the United Kingdom.
- 14.3 Where the Buyer has permitted the Supplier and its Subcontractors to operate Support Locations outside the United Kingdom or European Economic Area, the Supplier must, and must ensure that its Subcontractors operate the Support Locations in a facility operated by an entity where:

- 14.3.1 the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);
- 14.3.2 the binding agreement includes obligations on the entity in relation to security management equivalent to those relating to Subcontractors in this Call-Off Schedule 9 (Security);
- 14.3.3 the Supplier or Subcontractor has taken reasonable steps to assure itself that the entity complies with the binding agreement;
- 14.3.4 the Supplier has provided the Buyer with such information as the Buyer requires concerning:
 - 14.3.4.1 the entity;
 - 14.3.4.2 the arrangements with the entity; and
 - 14.3.4.3 the entity's compliance with the binding agreement; and
- 14.3.5 the Buyer has not given the Supplier a Prohibition Notice under Paragraph 13.4.

15 Staff Vetting

- 15.1 The Supplier must not allow Supplier Personnel, and must ensure that Subcontractors do not allow Subcontractor Personnel, to access or Handle Government Data, if that person:
 - 15.1.1 has not completed the Staff Vetting Procedure; or
 - 15.1.2 where no Staff Vetting Procedure is specified in the Order Form:
 - 15.1.2.1 has not undergone the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
 - 15.1.2.1.a the individual's identity;
 - 15.1.2.1.b where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom; and
 - 15.1.2.1.c the individual's previous employment history; and
 - 15.1.2.1.d that the individual has no Relevant Convictions; and
 - 15.1.2.2 has not undergone national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify

- 15.2 The Supplier must ensure, and ensure that Subcontractors ensure, that all Supplier Staff, complete and pass security training at least once every calendar year that covers:

15.2.1 general training concerning security and data handling; and

15.2.2 phishing, including the dangers from ransomware and other malware.

16 Supplier Assurance Letter

- 16.1 The Supplier must, no later than the last day of each Contract Year, provide to the Buyer a letter from its chief technology officer (or equivalent officer) confirming that, having made due and careful enquiry:

16.1.1 the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters required by this Contract;

16.1.2 it has fully complied with all requirements of this Call-Off Schedule 9 (Security); and

16.1.3 all Subcontractors have complied with the requirements of this Call-Off Schedule 9 (Security) with which the Supplier is required to ensure they comply;

16.1.4 the Supplier considers that its security and risk mitigation procedures remain effective.

17 Assurance

- 17.1 The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Subcontractors' compliance with this Call-Off Schedule 9 (Security).

- 17.2 The Supplier must provide that information and those documents:

17.2.1 within 10 Working Days of a request by the Buyer;

17.2.2 except in the case of original document, in the format and with the content and information required by the Buyer; and

17.2.3 in the case of original document, as a full, unedited and unredacted copy.

18 Use of Subcontractors and third parties

- 18.1 The Supplier must ensure that Subcontractors and any other third parties that store, have access to or Handle Government Data comply with the requirements of this Call-Off Schedule 9 (Security).

Part B – Annex 1:

Baseline security requirements

1 Handling Classified Information

- 1.1 The Supplier and any Subcontractors shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2 End User Devices

- 2.1 When Government Data resides on an End User Device it must be stored in accordance with the following requirements:
- 2.1.1 before Handling any Government Data, the Supplier must agree with the Buyer the encryption methods that it and any Subcontractors that Handle Government Data will use to comply with this Paragraph 2 of Part B – Annex 1;
 - 2.1.2 Where this Paragraph 2 of Part B – Annex 1 requires Government Data to be encrypted, the Supplier must use, and ensure that Subcontractors use, the methods agreed by the Buyer under Paragraph 2.1.1 of Part B – Annex 1;
 - 2.1.3 the operating system and any applications that store, process or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
 - 2.1.4 users must authenticate before gaining access;
 - 2.1.5 all Government Data must be encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA");
 - 2.1.6 the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
 - 2.1.7 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data to ensure the security of that Government Data;

- 2.1.8 the Supplier or Subcontractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government Data stored on the device and prevent any user or group of users from accessing the device;
 - 2.1.9 all End-user Devices are within the scope of any required Certification.
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the NCSC Device Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3 Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall and shall ensure that all Subcontractors:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4 securely erase any or all Government Data held by the Supplier or Subcontractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted when requested to do so by the Buyer.

4 Ensuring Secure Communications

- 4.1 Before Handling any Government Data, the Supplier must agree with the Buyer the encryption methods that it and any Subcontractors that Handle Government Data will use to comply with this Paragraph 4 of Part B – Annex 1.
- 4.2 Where this Paragraph 4 of Part B – Annex 1 requires Government Data to be encrypted, the Supplier must use, and ensure that Subcontractors use, the methods agreed by the Buyer under Paragraph 4.1 of Part B – Annex 1.
- 4.3 The Buyer requires that any Government Data must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA:
 - 4.3.1 when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
 - 4.3.2 when transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device.
- 4.4 The Buyer requires that the configuration and use of all networking equipment to provide the Deliverables, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5 Security by Design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the Supplier Information Management System the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the Supplier Information Management System.

6 Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff and / or Subcontractor Personnel roles which require specific government clearances (such as 'SC', as defined within National security vetting: clearance levels - GOV.UK (www.gov.uk)) including system administrators with privileged access to IT systems which store or process Government Data.

- 6.3 The Supplier shall prevent Supplier Staff and / or Subcontractor Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff and / or Subcontractor Personnel that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff and / or Subcontractor Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7 Restricting and Monitoring Access

- 7.1 The Supplier shall, and shall ensure that all Subcontractors:
- 7.1.1 operate an access control regime to:
 - 7.1.1.1 identify and authenticate all persons who access the Supplier Information Management System before they do so;
 - 7.1.1.2 require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;
 - 7.1.1.3 allow access only to those parts of the Supplier Information Management System and Sites that those persons require;
 - 7.1.1.4 maintain records detailing each person's access to the Supplier Information Management System.
 - 7.1.2 The Supplier must ensure, and must ensure that all Subcontractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:
 - 7.1.2.1 are allocated to a single, individual user;
 - 7.1.2.2 are accessible only from dedicated End-user Devices;
 - 7.1.2.3 are configured so that those accounts can only be used for system administration tasks;
 - 7.1.2.4 require passwords with high complexity that are changed regularly;

- 7.1.2.5 automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive; and
- 7.1.2.6 are:
 - 7.1.2.6.a restricted to a single role or small number of roles;
 - 7.1.2.6.b time limited; and
 - 7.1.2.6.c restrict the Privileged User's access to the internet.

7.2 The Supplier shall ensure that role-based access control (RBAC) policy over users and resources applies need-to-know and fine-grained access control, enforcing principles of least privilege.

8 Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the Supplier Information Management System. To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
- 8.1.2 Security events generated in the Supplier Information Management System and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

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

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 of Part B – Annex 1 for a period of at least 13 Months.

9 Cloud Security Principles

9.1 The Supplier must ensure that the Call-Off Tender complies with the Cloud Security Principles.

9.2 The Supplier must assess the Supplier System against the Cloud Security Principles to assure itself that it complies with Paragraph 9.1 of Part B – Annex 1:

9.2.1 before Handling Government Data;

9.2.2 at least once each Contract Year; and

9.2.3 when required by the Buyer.

9.3 The Supplier must:

9.3.1 keep records of any assessment that it makes under Paragraph 9.2; and

9.3.2 provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

9.3.3 The Supplier must ensure that the Management Portal is, as a minimum, logically separated from any other tenants or instances.

10 Information about Subcontractors, Third Party Tools and Third Parties

10.1 The Supplier must keep the following records:

10.1.1 for Subcontractors or third parties that store, have access to or Handle Government Data:

10.1.1.1 the Subcontractor or third party's name:

10.1.1.1.a legal name;

10.1.1.1.b trading name (if any); and

10.1.1.1.c registration details (where the Subcontractor is not an individual), including:

10.1.1.1.c.1 country of registration;

10.1.1.1.c.2 registration number (if applicable);
and

10.1.1.1.c.3 registered address;

10.1.1.2 the Certifications held by the Subcontractor or third party;

10.1.1.3 the Sites used by the Subcontractor or third party;

10.1.1.4 the Deliverables provided or activities undertaken by the Subcontractor or third party;

- 10.1.1.5 the access the Subcontractor or third party has to the Supplier Information Management System;
 - 10.1.1.6 the Government Data Handled by the Subcontractor or third party; and
 - 10.1.1.7 the measures the Subcontractor or third party has in place to comply with the requirements of this Call-Off Schedule 9 (Security);
- 10.1.2 for Sites from or at which Government Data is accessed or Handled:
 - 10.1.2.1 the location of the Site;
 - 10.1.2.2 the operator of the Site, including the operator's:
 - 10.1.2.2.a legal name;
 - 10.1.2.2.b trading name (if any); and
 - 10.1.2.2.c registration details (where the Subcontractor is not an individual);
 - 10.1.2.3 the Certifications that apply to the Site;
 - 10.1.2.4 the Government Data stored at, or Handled from, the site; and
- 10.1.3 for Third Party Tools:
 - 10.1.3.1 the name of the Third Party Tool;
 - 10.1.3.2 the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and
 - 10.1.3.3 in respect of the entity providing the Third-Party Tool, its:
 - 10.1.3.3.a full legal name;
 - 10.1.3.3.b trading name (if any)
 - 10.1.3.3.c country of registration;
 - 10.1.3.3.d registration number (if applicable); and
 - 10.1.3.3.e registered address.
- 10.2 The Supplier must update the records it keeps in accordance with Paragraph 10.1 of Part B – Annex 1:
 - 10.2.1 at least four times each Contract Year;

- 10.2.2 whenever a Subcontractor, third party that accesses or Handles Government Data, Third Party Tool or Site changes; or
- 10.2.3 whenever required to go so by the Buyer.
- 10.3 The Supplier must provide copies of the records it keeps in accordance with Paragraph 10.1 of Part B – Annex 1 to the Buyer within 10 Working Days of any request by the Buyer.

11 **Protective Monitoring System**

- 11.1 The Supplier must, and must ensure that Subcontractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier Information Management System and the Government Data to:
 - 11.1.1 identify and prevent any potential Breach of Security;
 - 11.1.2 respond effectively and in a timely manner to any Breach of Security that does;
 - 11.1.3 identify and implement changes to the Supplier Information Management System to prevent future any Breach of Security; and
 - 11.1.4 help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier Information Management System,(the “**Protective Monitoring System**”).
- 11.2 The Protective Monitoring System must provide for:
 - 11.2.1 event logs and audit records of access to the Supplier Information Management System; and
 - 11.2.2 regular reports and alerts to identify:
 - 11.2.3 changing access trends;
 - 11.2.4 unusual usage patterns; or
 - 11.2.5 the access of greater than usual volumes of Government Data; and
 - 11.2.6 the detection and prevention of any attack on the Supplier Information Management System using common cyber-attack techniques;
 - 11.2.7 the definition, creation and forwarding (at the Buyer’s request) of Security event logs.

12 Malware Protection

- 12.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.
- 12.2 The Supplier must ensure that such Anti-virus Software:
 - 12.2.1 prevents the installation of the most common forms of Malicious Software in the Supplier Information Management System;
 - 12.2.2 performs regular scans of the Supplier Information Management System to check for Malicious Software; and
 - 12.2.3 where Malicious Software has been introduced into the Supplier Information Management System, so far as practicable:
 - 12.2.3.1 prevents the harmful effects from the Malicious Software; and
 - 12.2.3.2 removes the Malicious Software from the Supplier Information Management System.
- 12.3 The Supplier must at all times, during and after the Call-Off Contract Period, on written demand indemnify the Buyer and keep the Buyer indemnified, against all Losses incurred by, awarded against or agreed to be paid by the Buyer arising from any Breach of Security caused by Malicious Software where the Breach of Security arose from a failure by the Supplier, or a Subcontractor, to comply with this Paragraph 12 of Part B – Annex 1.

13 Physical Security

- 13.1 The Supplier must, and must ensure that Subcontractors, store the Government Data on servers housed in physically secure locations.
- 13.2 Where physical and environmental security is in the control of the Supplier or Subcontractor, the Supplier shall ensure that:
 - 13.2.1 mechanisms are in place to facilitate the operation of proportionate physical and environmental protection controls; and
 - 13.2.2 physical access control mechanisms are in place to maintain a current list of Personnel with authorised access to facilities (except for those areas within the facility officially designated as publicly accessible).

Part B – Annex 2 - Security Management Plan

Template to be finalised during Contract Finalisation

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender Response or Call-Off Tender Response (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"	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"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods

	are provided by the Buyer internally and/or by any third party;
"Replacement Services"	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 services are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network; b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and c) the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for third party Software or other 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, excluding such contracts relating to the Core Network;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;

"Transferring Contracts" has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall promptly:
 - 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
("Registers").
- 2.3 The Supplier shall:
 - 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for third party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an

actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all Documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;

- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period and how the Supplier will manage any other risks identified by the Supplier or the Buyer which might arise or subsist during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan no less frequently than:
 - (a) every six (6) Months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all Variations under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required;
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date; and
 - 5.1.3 whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.

- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.1, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
- 5.5 In the event that Termination Assistance is required by the Buyer but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 Without prejudice to the Supplier's obligations under Paragraph 6.1.3, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-Contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets;
- 8.1.2 terminate, enter into or vary any Sub-Contract or licence for any Software in connection with the Deliverables excluding the Core Network; or
- 8.1.3 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network 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 (excluding the Core Network) or the Replacement Goods and/or Replacement Services (excluding the Core Network).

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence (or if a licence on these terms cannot be procured by the Supplier using all reasonable efforts, then such other terms that the Buyer may agree) for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph

8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

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

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

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

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

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
- 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects notified to the Supplier by the Buyer under Paragraph 2.1.2 and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default in accordance with Clause 10.4.1(d) (When CCS or the buyer can end a contract).
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1, Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.1.1, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 11 (Installation Works)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Security Classification (Official)

Further Competition: TePAS 2, Lot 1Security Classification (Official)
Call-Off Schedule 12 (Clustering and Service Recipients)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

CALL OFF SCHEDULE 12

CLUSTERING AND SERVICE RECIPIENTS

1. **When you should use this Schedule**

- 1.1 This Schedule sets out the basis on which the Supplier shall provide the Services for the benefit not only of the Buyer but also for the benefit of the Service Recipients.

2. **Definitions**

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

“Initial Service Recipients” means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form;

“Potential Service Recipients” means a person named as such in Annex B to this Schedule which shall be incorporated into the Order Form; and

“Service Recipients” means:

- (a) the Initial Service Recipients; and
- (b) any Potential Service Recipients added to the list in Annex A in accordance with the Variation Procedure.

3. **Service Recipients benefits under the Contract**

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Service Recipients, provided that nothing in this Call-Off Contract shall create or be deemed to create a contractual relationship between the Supplier and any Service Recipient.
- 3.2 The Initial Service Recipients who are to benefit under the Call-Off Contract are identified in Annex A to this Schedule which shall be included in the Order Form. Additional Potential Service Recipients shall be added to the list in Annex A in accordance with the Variation Procedure.
- 3.3 The Service Recipients shall not be entitled to enforce the relevant provisions of the Call-Off Contract pursuant to CRTPA.
- 3.4 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Service Recipient. No Service Recipient may authorise any Variation or Order or any other change to this Call-Off Contract.
- 3.5 The Buyer shall be entitled to enforce any provision of this Call-Off Contract

- on behalf of a Service Recipient, but the Supplier shall be liable only to the Buyer and shall deal only with the Buyer.
- 3.6 Notwithstanding Paragraph 3.5 above and subject to Paragraph 3.8 below, the Buyer may recover all Losses suffered not only by the Buyer but also any Losses suffered by any Service Recipient as though it has suffered such Loss itself.
- 3.7 Notwithstanding Paragraph 3.5 above and subject to Paragraph 3.8 below, the indemnities from the Supplier in the Call-Off Contract (including those in Clauses 3.2.10, 7.5, 8.3, 9.5, 12.2, 14.8(e), 31.3(b), Paragraph 2.3 of Part E of Call-Off Schedule 2 (Staff Transfer) and Paragraph 8.9 of Call-Off Schedule 10 (Exit Management)) shall extend not only to Losses suffered or incurred by the Buyer but also any Losses suffered or incurred by any Service Recipient.
- 3.8 The Supplier's limits and exclusions of liability in the Call-Off Contract shall apply as overall limitations on liabilities under this Call-Off Contract whether relating to a claim by the Buyer on behalf of a Service Recipient or to a claim made by the Buyer on its own behalf and in no event shall the Buyer or any Service Recipient recover twice in respect of the same Loss.
- 3.9 The Buyer's limits and exclusion of liability in the Call-Off Contract shall apply as overall limitations on liabilities under this Call-Off Contract whether a claim by the Supplier related to a Service Recipient or to the Buyer, and in no event shall the Supplier recover twice in respect of the same Loss.
- 3.10 Subject to the Dispute Resolution Procedure, if any breach arises out of any act or omission of a Service Recipient, any claim by the Supplier shall be brought only against the Buyer and not against the Service Recipient.
- 3.11 Where compliance with any obligation or responsibility of the Buyer is necessary in order to enable the Supplier to supply the benefit of the Services to a Service Recipient, responsibility for compliance shall remain with the Buyer but compliance by the Service Recipient shall be deemed to be compliance by the Buyer.

Annex A – Initial Service Recipients

The Services shall be provided for the benefit of the following Service Recipients

INITIAL SERVICE RECIPIENTS
Academy for Social Justice
Advisory Committees on Justices of the Peace
Assessor of Compensation for Miscarriages of Justice
Civil Justice Council
Civil Procedure Rule Committee
Criminal Procedure Rule Committee
Criminal Injuries Compensation Authority
Family Justice Council
Family Procedure Rule Committee
Government Facilities Services Ltd (GFSL)
HM Prison and Probation Service
HM Courts and Tribunals Service
HM Inspectorate of Prisons for England and Wales
HM Inspectorate of Probation for England and Wales
Independent Advisory Panel on Deaths in Custody
Independent Monitoring Authority (IMA) for the Citizens' Rights Agreements
Independent Monitoring Boards (IMB) - there is one for every prison
Independent Public Advocate (IPA)
Insolvency Rules Committee
Judicial Appointments & Conduct Ombudsman (JACO)
Judicial Appointments Commission (JAC)
Judicial Office (JO)
Law Commission
Lay Observers (LO)
Legal Aid Agency
National Preventive Mechanism (NPM)
Office of the Public Guardian
Official Solicitor & Public Trustee (OSPT)
Prison Service Pay Review Body
Prisons & Probation Ombudsman (PPO)
Sentencing Council for England and Wales
Tribunal Procedure Committee
Victims Commissioner
Wales Office (Office of the Secretary of State for Wales)

Youth Justice Board

Annex B: Potential Service Recipients

POTENTIAL SERVICE RECIPIENTS

Children and Family Court Advisory & Support Service (CAFCASS)
--

Criminal Cases Review Commission (CCRC)

Legal Ombudsman/ Office for Legal Complaints
--

Legal Services Board (LSB)

Parole Board

Supreme Court

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A – Implementation

1. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Documentary Deliverable"	means a Deliverable Item that takes the form of Documentation.
"Implementation Period"	has the meaning given to it in Paragraph 7.1;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Milestone Achievement Certificate in respect of Achievement of the relevant Milestone;
"Non-Documentary Deliverables"	any Deliverable Item excluding Documentary Deliverables.
"Transition Framework"	the process of the same name listed in Paragraph 15.1 of Call-Off Schedule 26 (Buyer Standards) which is the framework by which the Buyer ensures that each service transition is executed in a safe, controlled manner. The framework shall provide a repeatable methodology and follows a gated approach which ensures that new, modified, or retired services meet the service requirements of the Buyer and defines a standardised methodology, using industry best-practice to manage scope, risk, complexity, and change;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in Annex 1 of Part A to this Schedule. The Supplier shall provide a further draft Implementation Plan no later than 10 Working Days after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan must:
- 2.2.1 incorporate all of the Milestones and Milestone Dates set out in the draft Implementation Plan set out in Annex 1 of Part A to this Schedule.
 - 2.2.2 include (as a minimum) the Supplier's proposed timescales in respect of the following;
 - (a) the completion of each design document;
 - (b) the completion of the build phase;
 - (c) the completion of any Testing to be undertaken in accordance with Part B to this Schedule; and
 - (d) service acceptance and cutover activities;
 - 2.2.3 clearly outlines all the steps required to implement the Milestones to be achieved during the Implementation Period, together with a high-level plan for the rest of the programme, in conformity with the Statement of Requirements;
 - 2.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - 2.2.5 be produced using a software tool as specified or agreed by the Buyer;
 - 2.2.6 contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.7 take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Buyer shall:
- 2.3.1 review and comment on the draft Implementation Plan as soon as reasonably practicable; and
 - 2.3.2 notify the Supplier in writing that it approves or rejects the draft Implementation Plan no later than ten (10) Working Days after the date on which the draft Implementation Plan is first delivered to the Buyer.
- 2.4 If the Buyer rejects the draft Implementation Plan;
- 2.4.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and

- 2.4.2 the Supplier shall then revise the draft Implementation Plan (taking reasonable account of the Buyer's comments) and shall re-submit a revised draft Implementation Plan to the Buyer for the Buyer's approval within five (5) Working Days of the date of the Buyer's notice of rejection. The provision of Paragraph 2.3 and this Paragraph 2.4 shall apply again to any resubmitted draft Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 2.5 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3. Reviewing and changing the Implementation Plan**
- 3.1 Following the approval of the Implementation Plan by the Buyer;
- 3.1.1 the Supplier shall submit a revised Implementation Plan to the Buyer on the Achievement of every Milestone;
- 3.1.2 without prejudice to Paragraph 3.1.1 the Buyer shall be entitled to request a revised Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Buyer may reasonably determine);
- 3.1.3 any revised Implementation Plan shall (subject to Paragraph 3.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 2; and
- 3.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Supplier Performance Review Board and Project Meetings (as defined in Call-Off Schedule 15 (Call-Off Contract Management)). In preparation for such meetings, the current Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of each meeting of the Exit and Transition Board.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place as detailed in Paragraph 6 of Annex 1 of Part B of Call-Off Schedule 9 (Security). The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's Security Requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance as detailed in Paragraph 6 of Annex 1 of Part B of Call-Off Schedule 9 (Security). It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If Buyer Premises requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Key Milestone has not been Achieved by the relevant Milestone Date, the

Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in Paragraph 1 of Part C of Call-Off Schedule 5 (Pricing Details) and Annex A of Call-Off Schedule 5 (Pricing Details)) and the following provisions shall apply:

- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Key Milestone;
- 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Annex A of Call-Off Schedule 5 (Pricing Details) commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Key Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be no more than a four (4) Month period unless approved by the MoJ in a revised plan.
- 7.2 During the Implementation Period, the incumbent suppliers shall retain full responsibility for all existing services until the Operational Commencement date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Operational Service Commencement Date..
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and
 - 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, Key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
 - 7.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
 - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 7.5.3 manage and report progress against the Implementation Plan;
 - 7.5.4 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 7.5.5 attend progress meetings in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
 - 7.5.6 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Further Competition: TePAS 2, Lot 1 Security Classification (Official)
Call-Off Schedule 13 (Implementation Plan and Testing)
Call-Off Ref: prj_10771
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Draft Contract for provision of Voice Hardware

Annex 1: Implementation Plan

The Table below shows the Milestone Payment plan

Redacted

Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Document Approval Procedure"	means the procedure for Approving a Documentary Deliverable as set out in Annex 3;
"Document Review Plan"	means the plan prepared by the Supplier pursuant to paragraph 1.14 of Annex 3 which contains the information set out in paragraph 1.15 of Annex 3;
"First Draft Delivery Date"	means the date specified in the Product Description for the delivery to the Buyer of the first draft of the Documentary Deliverable;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Milestone Achievement Certificate"	the certificate to be granted by the Buyer when the Supplier has achieved a Milestone, which shall be in substantially the same form as that set out in Annex 5 of Part B of this Schedule;
"Planned Approval Date"	means the date specified in the Product Description by which it is planned that the Buyer will approve the Documentary Deliverable;
"Product Description"	a. a document describing a project Deliverable Item in the form set out in Annex 4 and according to content specified by the Buyer; or b. a description of a product's purpose, composition, derivation and quality criteria, produced at planning time, once the need for the product is identified, in a form and according to content specified by the Buyer;
"Quality Criteria"	the criteria for Approval by the Buyer of a Documentary Deliverable, including any criteria set out in the Product Description for that Documentary Deliverable;

"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 of Part B of this Schedule, issued by the Buyer when a Non-Documentary Deliverable has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue"	any variance or non-conformity of a Non-Documentary Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8 of Part B of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6 of Part B of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3 of Part B of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Part B of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 9 of Part B of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Non-Documentary Deliverable for Testing:

- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Non-Documentary Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Non-Documentary Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Non-Documentary Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Non-Documentary Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Non-Documentary Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Non-Documentary Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable, but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
- 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
- 4.2.2 a detailed procedure for the Tests to be carried out, including:
- a. the timetable for the Tests, including start and end dates;
 - b. the Testing mechanism;
 - c. dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - d. the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - e. the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;
 - f. the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
 - g. the Test schedule;
 - h. the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- 4.2.3 the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Non-Documentary Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
- 6.2.2 a plan to make the resources available for Testing;
- 6.2.3 Test scripts;
- 6.2.4 Test pre-requisites and the mechanism for measuring them; and
- 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7. Performing the tests

- 7.1 Before submitting any Non-Documentary Deliverables for Testing the Supplier shall subject the relevant Non-Documentary Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least ten (10) Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests, except where the Buyer has specified in writing that such attendance is not necessary.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
 - 7.5.1 a draft Test Report not less than two (2) Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Non-Documentary Deliverables, including:
 - 7.6.1 an overview of the Testing conducted;
 - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

- 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
 - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Non-Documentary Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Non-Documentary Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

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

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test

Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

- 9.3.1 shall actively review the Test documentation;
- 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
- 9.3.3 shall not be involved in the execution of any Test;
- 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.3.7 may require the Supplier to demonstrate the modifications made to any defective Non-Documentary Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The focus of the Testing Quality Audits shall be on:
 - 10.2.1 adherence to an agreed methodology;
 - 10.2.2 adherence to the agreed Testing process;
 - 10.2.3 adherence to the Quality Plan;
 - 10.2.4 review of status and key development issues; and
 - 10.2.5 identification of key risk areas.
- 10.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.4 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Staff involved in or monitoring the activities being undertaken pursuant to this Schedule, the Buyer witnessing Tests and demonstrations of the Non-Documentary Deliverables to the Buyer. Any Testing Quality Audit

shall be limited in duration to a maximum time to be agreed between the Supplier and the Buyer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

10.6 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall:

10.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and

10.6.2 subsequently prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

10.7 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

11.1 The Buyer will issue a Satisfaction Certificate when the Non-Documentary Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Non-Documentary Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Non-Documentary Deliverables (or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default for the purposes of Clause 10.4(d) of the Core Terms.

11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Non-Documentary Deliverable to be satisfied.

12. Issue of a Milestone Achievement Certificate

- 12.1 The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 12.1.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Non-Documentary Deliverables related to that Milestone which are due to be Tested;
 - 12.1.2 the issuing by the Buyer of an Approval Certificate pursuant to Paragraph 1.26 of Annex 3 of Part B of this Schedule in respect of Documentary Deliverables related to that Milestone that are not due to be Tested but which have met all their Quality Criteria; and
 - 12.1.3 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 12.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of the Implementation Plan, Call-Off Schedule 5 (Pricing Details) and Clause 4 (Pricing and payments).
- 12.3 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 12.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Milestone Achievement Certificate.
- 12.5 Where:
- 12.5.1 there is one or more Material Test Issue(s); or
 - 12.5.2 the information required under Call-off Schedule 1 (Transparency Reports) Annex B (Records to Upload to Virtual Library) has not been uploaded to the Virtual Library in accordance with Paragraph 4 of that Call-Off Schedule,
- the Buyer shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default, for the purposes of Clause 10.4.1(d) of the Core Terms.
- 12.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 12.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Buyer

agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.6.2); and

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

13. Risk

13.1 The issue of a Milestone Achievement Certificate, Satisfaction Certificate and/or a conditional Milestone Achievement Certificate shall not:

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

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

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is a database or file corruption, or data loss.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
- 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
- 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Non-Documentary Deliverable (s): [Insert relevant description of the agreed Non-Documentary Deliverables].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call-Off Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Non-Documentary Deliverable(s) listed above have been tested successfully in accordance with the Test Plan relevant to those Non-Documentary Deliverable(s).

[OR]

[This Satisfaction Certificate is granted pursuant to Paragraph 11.1 of this Call-Off Schedule 13 (Implementation Plan and Testing) of the Call-Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

Annex 3: Documentary Deliverable

1. Document Approval Procedure

- 1.1 This Document Approval Procedure shall apply to the review and approval of any Documentary Deliverable, including any part of a Documentary Deliverable, which is a document (a “**Documentary Deliverable**”) that the Supplier is required to provide under the Contract.
- 1.2 The Supplier shall ensure that all Documentary Deliverables are identified in the Implementation Plan, or other relevant work-scoping document, including the timing of their delivery and review.
- 1.3 Where a third party, such as any Other Supplier, would reasonably be considered to have an interest in or a valid contribution to make towards a Documentary Deliverable, the Supplier shall ensure that such third party is consulted regarding its drafting.
- 1.4 The Document Approval Procedure commences with the agreement by the Parties of the Product Description for the Documentary Deliverable, which sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

Development of Product Descriptions for Documentary Deliverables

- 1.5 Other than where the Product Description is already in existence under this Contract, where a Documentary Deliverable is subject to the Document Approval Procedure pursuant to Paragraph 1.1 of this Annex 3, the Supplier shall develop a draft Product Description materially in the format specified at Annex 4 to this Schedule and/or in accordance with any applicable, more specific template Product Description under this Contract and shall make the draft Product Description available to the Buyer for review.
- 1.6 The Supplier shall ensure that the Product Description is in a form approved by the Buyer by any date specified in this Contract for this to have been achieved, or, in the absence of any such date being specified, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities.
- 1.7 The Buyer shall review the draft Product Description in order to determine whether:
 - 1.7.1 it is in the format specified at Annex 4 to this Schedule - and
 - 1.7.2 the Buyer believes that the Quality Criteria contained within the Product Description reflect the objective of the Documentary Deliverable and any requirements of this Contract that relate to the Documentary Deliverable.
- 1.8 The Buyer shall undertake this review of the draft Product Description and shall notify the Supplier of the outcome of the review, within ten (10) Working

- Days of the Buyer receiving the draft Product Description, or within such other period as may be agreed between the Parties.
- 1.9 Where the draft Product Description meets the criteria set out in Paragraph 1.7 of this Annex 3, the Buyer shall notify its agreement of the Product Description in writing to the Supplier.
- 1.10 Where the draft Product Description does not meet such criteria, the Buyer shall notify the Supplier, specifying the reasons why the draft has not been agreed.
- 1.11 If Paragraph 1.10 of this Annex 3 applies, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and, subject to Paragraph 1.6 of this Annex 3, shall issue to the Buyer within five (5) Working Days a revised draft Product Description, with all changes clearly highlighted.
- 1.12 For each Documentary Deliverable review, both Parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.
- 1.13 The Buyer may involve third parties in the review. In this event, the Buyer may share draft Documentary Deliverables with such third parties and may invite them to participate in review meetings.
- 1.14 Other than to the extent already reflected in this Contract or agreed by the Parties, the Supplier shall propose for Approval by the Buyer a Document Review Plan (which may be included in the Product Description), which will be consistent with the overall agreed timescale for development and Approval of the Documentary Deliverable.
- 1.15 The Document Review Plan will record the following dates:
- 1.15.1 the First Draft Delivery Date;
 - 1.15.2 the date by which the Buyer will notify the Supplier of the outcome of its review of the first draft and provide any review comments;
 - 1.15.3 the date by which the Buyer and the Supplier will meet to review the comments;
 - 1.15.4 the date by which the Supplier shall submit a revised draft Documentary Deliverable;
 - 1.15.5 the date by which the Buyer shall check the revised draft; and
 - 1.15.6 the Planned Approval Date.
- 1.16 If the Supplier does not propose a Document Review Plan (or propose one acceptable to the Buyer) by the applicable date in this Contract for this to occur (or, in the absence of such a date, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Buyer may specify the Document Review Plan.

- 1.17 The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 1.18 The Supplier shall produce and issue by the First Draft Delivery Date a complete draft Documentary Deliverable for review by the Buyer, in accordance with the Document Review Plan.
- 1.19 The Supplier shall not submit a draft Documentary Deliverable for review by the Buyer without first verifying that the draft Documentary Deliverable:
 - 1.19.1 is in accordance with the format, scope and Quality Criteria specified in the applicable Product Description;
 - 1.19.2 is clearly written, in language that those parties who will need to refer to the document can understand;
 - 1.19.3 is complete, with an appropriate level of detail and any relevant cross-references; and
 - 1.19.4 has no obvious errors of spelling, grammar, numbering or order, duplications, or omissions.
- 1.20 The Buyer shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 1.21 Where the Buyer review determines that the draft meets all the applicable Quality Criteria, the review shall be concluded at this point, and the Buyer shall notify the Supplier of Approval Success in accordance with Paragraph 1.26 of this Annex 3
- 1.22 Where the Buyer rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Buyer's requirements, the Buyer shall specify its reasons for rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:
 - 1.22.1 the Parties shall meet to discuss the Buyer's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve Approval;
 - 1.22.2 the Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Buyer in accordance with the Document Review Plan; and
 - 1.22.3 the Buyer shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 1.23 Where the Buyer rejects the revised draft Documentary Deliverable, the Buyer shall notify the Supplier of the reasons for its rejection of the draft. In

this event, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.

- 1.24 The Supplier shall inform the Buyer of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Supplier.
- 1.25 The Document Review Plan may only be changed with the Buyer's prior written consent.

Approval Success

- 1.26 If all applicable Quality Criteria are met in accordance with the Document Approval Procedure and the applicable Document Review Plan, the Buyer shall notify the Supplier of Approval Success as follows:
 - 1.26.1 the Document Approval Procedure shall be recorded as successful where at the end of the review all the relevant Quality Criteria for the review are met and the Buyer has notified the Supplier in writing by means of an Approval Certificate ("Approval Success").

Approval Failure

- 1.27 If all applicable Quality Criteria are not met by the Planned Approval Date and in accordance with the Document Approval Procedure, the Buyer shall notify the Supplier of approval failure and the following shall apply:
 - 1.27.1 the Document Approval Procedure shall record an approval failure where at the end of the review any of the relevant Quality Criteria for a review are not met ("Approval Failure"). The Buyer may notify the Supplier of the reasons for such Approval Failure;
 - 1.27.2 where there is an Approval Failure pursuant to Paragraph 1.27.1 of this Annex 3, the Buyer may fix revised dates in the Document Review Plan and the Supplier shall correct the errors which caused the Approval Failure, and the Document Approval Procedure shall be re-performed according to such revised dates;
 - 1.27.3 if an Approval Failure (or any proposed extension to the Planned Approval Date following such Approval Failure) results in or is likely to result in the failure by the Supplier to Achieve a Milestone, then without prejudice to the Buyer's other rights and remedies under this Contract, Paragraph 5 (What to do if there is a Delay) of Part A, of this Schedule shall apply as appropriate; and
 - 1.27.4 each Party shall bear its own costs in respect of the Document Approval Procedure, unless there is an Approval Failure in which case the Supplier shall pay any costs incurred by the Buyer in further review or re-trialling of a Documentary Deliverable pursuant to Paragraph 1.27.2 of this Annex 3 or as a result of an Approval Failure.

Further Competition: TePAS 2, Lot 1 Security Classification (Official)
Call-Off Schedule 13 (Implementation Plan and Testing)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Annex 4: Format for Product Descriptions for Documentary Deliverables

<u>PRODUCT REFERENCE</u>	
Title of Deliverable	
Purpose of Deliverable	
Project or Programme	
Scope of Deliverable	
Format & Presentation of Deliverable	
Composition of Deliverable	
Derivation of Deliverable	
Allocated to	
Quality Criteria for Deliverable	
Quality Method	
People or skills required	
First Draft Delivery Date for Deliverable	
Planned Approval Date for Deliverable	

Annex 5: Milestone Achievement Certificate

To: **[NAME OF SUPPLIER]**

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

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: **[insert description of Milestone]**

We refer to the agreement ("**Call-Off Contract**") **[insert Call-Off Contract reference number]** relating to the provision of the **[insert description of the Deliverables]** between the Secretary of State for Justice acting as part of the Crown ("**Buyer**") and **[insert Supplier name]** ("**Supplier**") dated **[insert Call-Off Start Date dd/mm/yyyy]**.

Capitalised terms used in this certificate have the meanings given to them in Joint Schedule 1 (Definitions) or Call-Off Schedule 13 (Implementation Plan and Testing) of the Call-Off Contract.

[We confirm that all the Deliverable Items relating to Milestone **[number] have been:**

- i. **in the case of Non-Documentary Deliverables, tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverable Items that have not satisfied the relevant Test Success Criteria.]]***; and
- ii. **in the case of Documentary Deliverables, reviewed and all the relevant Quality Criteria for the review have been met.**

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph 11.4 of Call-Off Schedule 13 (Implementation Plan and Testing) of the Call-Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of the Implementation Plan, Call-Off Schedule 5 (Pricing Details) and Clause 4 (Pricing and payments)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of the Secretary of State for Justice acting as part of the Crown

Call-Off Schedule 14 (Service Levels)

Note: During the Implementation Period, the Parties shall review the Service Levels and KPIs. Following such review, the Buyer may propose replacement Service Levels under the Variation Procedure and the Supplier shall use all reasonable endeavours to accept such Variations.

1. Definitions

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

"Achieved Service Level"	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level for a Service Period;
"Critical Service Level Failure"	has the meaning given to it in paragraph 4.1;
"KPI Failure"	a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;
"KPI Performance Measure"	shall be as set out against the relevant KPI in Annex A to Part A of this Schedule
"Key Performance Indicators (KPIs)"	the KPIs set out in Annex A to Part A: Service Levels, KPIs and Service Credits table of this Schedule;
"KPI Threshold"	shall be as set out against the relevant KPI in Annex A to Part A of this Schedule
"Service Hours"	means the periods during which the Supplier shall provide the Services and make them available and so as to meet or exceed the Target Performance Level for each Service Level or Key Performance Indicator as set out in Annex A to Part A: Service Levels, KPIs and Service Credits table of this Call-Off Schedule 14;
"Service Improvement Plan"	means a plan to improve the service as set out in Paragraph 6.3 of this Schedule
"Service Improvement Plan Process"	shall be as set out in paragraph 6 of this Schedule
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in Annex A to Part A of this Schedule;
"Service Level Threshold"	shall be as set out against the relevant Service Level in Annex A to Part A of this Schedule;
"Service Points"	means the method of calculating Service Credits based on a Service Points accrual system;

“SIP Trigger”

the mechanisms to invoke a Service Improvement Plan as set out in Paragraph 6;

2. The Services and Agreed service hours

- 2.1 The Services will be made available by the Supplier to the Buyer during the relevant service hours set out below:

Service	Service hours	Definition
Request Fulfilment Service	8am – 6pm weekdays excluding Public Holidays	Service request management to accept and register hardware requests from the Buyer with an aim of handling them in accordance with the Service Level

3. What happens if you don't meet the Service Levels or Key Performance Indicators

- 3.1 The Supplier shall, at all times, provide the Services to meet or exceed the Service Level Performance Measure or KPI Performance Measure for each Service Level and KPI.
- 3.2 The Supplier acknowledges that any Service Level Failure or KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 3.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 3.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 3.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
- 3.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

- 3.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 3.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure and KPI Performance Measures in respect of one or more Service Levels and KPIs, and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 3.5.1 the total number of Service Levels and KPIs for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 3.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 3.5.3 there is no change to the Service Credit Cap.
- 3.6 The Buyer reserves the right, on a quarterly basis, to promote a KPI that has failed to meet the required KPI Threshold for two (2) consecutive Service Periods, to a Service Level by serving a notice on the Supplier which sets out the Service Level Performance Measure, Service Level Threshold and Service Points / Service Credits to be applied. The Supplier may make representation to the Buyer in response to the notice which the Buyer will reasonably take into account before the Service Level comes into force. Any KPI that has been promoted to a Service Level shall be measured and reported on as a Service Level.
- 3.7 Any KPI that has been promoted to a Service Level in accordance with paragraph 3.6, shall be measured and reported on as a Service Level until the Service Level Performance Measure has been achieved for four (4) consecutive Service Periods, after which the Service Level shall revert to a KPI.

4. Critical Service Level Failure

- 4.1 A Critical Service Level Failure will be deemed to have occurred if:
 - 4.1.1 the performance of the Services falls below the same Service Level Threshold on three (3) occasions in any six (6) consecutive Service Periods;
 - 4.1.2 the completion of a Service Improvement Plan by the Supplier does not rectify a service issue or SIP Trigger in respect of which the Buyer invoked the Service Improvement Plan Process;
 - 4.1.3 a draft Service Improvement Plan is rejected by the Buyer because:
 - (a) it will take too long to complete;
 - (b) it will not prevent recurrence of the SIP Trigger; or

- (c) it will remedy the SIP Trigger but in a manner which is unacceptable to the Buyer; or
 - 4.1.4 the completion of a Rectification Plan by the Supplier does not rectify the Default in respect of which the Buyer invoked the Rectification Plan Process.
- 4.2 On the occurrence of a Critical Service Level Failure
 - 4.2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue;
 - 4.2.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"); and
 - 4.2.3 the Buyer shall be entitled to terminate this Call-Off Contract for material Default.
- 5. **KPI measures**
 - 5.1 Where a KPI measures items due within a Service Period
 - 5.1.1 it shall be considered to have been measured as a single KPI when one or more of the relevant items were due in the Service Period;
 - 5.1.2 it shall not be considered to have been measured in any Service Period when no relevant items were due.
- 6. **Service Improvement Plan (SIP)**
 - 6.1 The Buyer may instruct the Supplier to comply with the Service Improvement Plan Process where:
 - 6.1.1 the measured Service Level or KPI is below the Service Level Threshold or KPI Threshold in any Service Period;
 - 6.1.2 the Supplier incurs Service Credits in respect of a Service Level on three (3) occasions in any six (6) consecutive Service Periods; or
 - 6.1.3 a KPI Failure or Service Level Failure occurs,The above definitions are each a "**SIP Trigger**".
 - 6.2 Any instruction provided by the Buyer under Paragraph 6.1 above must set out:
 - 6.2.1 each SIP Trigger;
 - 6.2.2 the Service in respect of which the Supplier must prepare the Service Improvement Plan;
 - 6.2.3 the target resolution date by which each SIP Trigger must be remedied as well as dates for monitoring progress;

- 6.2.4 proposed criteria to be used to assess whether each SIP Trigger has been remedied.
- 6.3 Where the Buyer has instructed the Supplier to comply with the Service Improvement Plan Process, the Supplier shall:
 - 6.3.1 no later than five (5) Working Days after the date of the instruction, produce a report setting out how it proposes to remedy each SIP Trigger; and
 - 6.3.2 include as part of the plan:
 - (a) full details of each SIP Trigger, including root cause analysis;
 - (b) details of the actual or anticipated consequences of the occurrence of each SIP Trigger on the provision of the Services;
 - (c) a Service Improvement Plan for each SIP Trigger that takes into account any concerns identified by the Buyer and the Root Cause Analysis; and
 - (d) dates for monitoring progress of and the completion of the Service Improvement Plan.
- 6.4 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer requires to assess the Supplier's draft Service Improvement Plan
- 6.5 The Buyer may reject the draft Service Improvement Plan by notice to the Supplier if, acting reasonably, the Buyer considers that the draft Service Improvement Plan is inadequate, for example because the draft Service Improvement Plan:
 - 6.5.1 is insufficiently detailed to be capable of proper evaluation;
 - 6.5.2 will take too long to complete;
 - 6.5.3 will not prevent the reoccurrence of the SIP Trigger; and/or
 - 6.5.4 will remedy the SIP Trigger but in a manner which is unacceptable to the Buyer.
- 6.6 The Buyer shall notify the Supplier whether it approves or rejects the draft Service Improvement Plan as soon as reasonably practicable. If the Buyer rejects the draft Service Improvement Plan, the Buyer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Service Improvement Plan. The Supplier shall submit the revised draft of the Service Improvement Plan to the Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the draft.
- 6.7 If the Buyer approves the draft Service Improvement Plan, the Supplier must:
 - 6.7.1 start work on the Service Improvement Plan immediately after its approval, and;

- 6.7.2 update the Buyer weekly, or at the frequency agreed in the Service Improvement Plan, if different, on its progress implementing the Service Improvement Plan.
- 6.8 The Supplier must implement the Service Improvement Plan at its own cost and expense.
- 6.9 The occurrence of one or more of the following will constitute a Default capable of remedy:
 - 6.9.1 the failure by the Supplier to complete to the Buyer's reasonable satisfaction all actions set out in the Service Improvement Plan by the date for the plan's completion; or
 - 6.9.2 where a SIP Trigger for the Service Improvement Plan was set out in paragraph 6.1 the Supplier incurs Service Credits in respect of a Service following the completion of the Service Improvement Plan.
- 6.10 The approval by the Buyer and implementation by the Supplier of a Service Improvement Plan is without prejudice to:
 - 6.10.1 any other remedy the Buyer may have under this Contract arising from any SIP Trigger; and
 - 6.10.2 any Service Credits or Compensation for Critical Service Level Failure that may be payable by the Supplier in respect of a Service subject to a Service Improvement Plan while that plan is being prepared, approved or implemented.

Part A: Service Levels, KPIs and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure or KPI Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Level Failure to occur,
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure, KPI Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Level and KPI Descriptions

- 2.1 **“Service Request Fulfilment”** shall be measured as Catalogue Item(s) that meet the date for the achievement of the Catalogue Item within the applicable lead time in accordance with the Service Levels as follows:
 - 2.1.1 the measurement of time taken to deliver Catalogue Item(s) excluding On Hold Time
 - 2.1.2 the Service Request Fulfilment Performance Levels are stated in Annex A to Part A: Service Levels, KPIs and Service Credits Table
 - 2.1.3 Failure to fulfil a Service Request within the Service Performance Level of five (5) days will be subject to Service Credits based on the definition in the table stated in Paragraph 2.1.2 above
- 2.2 **“Root Cause Analysis Reporting”** shall be measured for each Root Cause Analysis Report due within the Service Period in accordance with the Service Management Requirements and relevant processes, including any Root Cause Analysis Reports overdue from previous Service Periods:
 - 2.2.1 the measurement of “Root Cause Analysis” shall be the number of Working Days that the Root Cause Analysis Report is overdue without prior agreement from the Buyer.

- 2.3 **“Aged Tickets” shall be measured as a Service Incident Ticket**, without Resolution, after twenty (20) Working Days from the date it was assigned to the Supplier
- 2.4 **“Templates/Minimum Data Set”** shall be measured by the following:
- 2.4.1 The volume of Templates/Minimum Data Sets that have been updated in Service Now by the Supplier
- 2.4.2 This must be completed within 30 Working Days upon request from the Buyer
- 2.5 **“Catalogue Management”** shall be measured per Catalogue Item, where an error or omission in the Product and Service Catalogue has been reported to the Supplier, from the date of such report to the date that such error or omission has been rectified to the satisfaction of the Buyer. The measurement shall be in Working Days, excluding any Working Days where the Supplier has requested and is waiting:
- 2.5.1 for more than 5 hours for information it has requested from the Buyer and/or Service Recipients that is necessary to clarify a report and without which rectification of the error or omission cannot progress; or
- 2.5.2 for an end user to check and/or confirm the error or omission has been rectified.
- 2.6 **“CMDB Accuracy”** shall measure the accuracy and completeness of the information held in the Configuration Management Data Base (CMDB) as follows:
- 2.6.1 Within fifteen (15) Working Days of the end of each Service Period, the Supplier shall select a sample of two hundred and fifty (250) Buyer Assets from Site(s) and using mandatory fields nominated by the Buyer and measure the accuracy and completeness of the information held within the CMDB for those Assets
- 2.6.2 The Supplier shall not select the same sample of Assets to be measured in two consecutive Service Periods, and the Supplier must sample at least ten percent (10%) of the volume of the Supplier CMDB in each Contract Year, following the Operational Service Commencement Date.
- 2.6.3 Within ten (10) Working Days of completing the check, the Supplier shall provide a report to the Buyer containing the results; and
- 2.6.4 The following Buyer Assets shall be excluded from the sample of those audited:
- (a) where the Buyer Asset has been moved, added to, or changed by the Buyer or an Other Supplier and the Buyer has not advised the Supplier of such move, add or change; and

(b) any relevant exceptions in accordance with the Service Asset and Configuration Management process.

- 2.7 **“Social Value Delivery”** shall be measured in accordance with the Social Delivery Value Plan
- 2.8 **“Invoice Accuracy”** shall be measured by the number of invoices raised by the Supplier that are accurate and do not have any invoice queries or challenges raised against them by the Buyer
- 3. Service Credits**
- 3.1 Call-Off Schedule 5 (Pricing Details) sets out the mechanism by which Service Points shall be converted into Service Credits. Service Credit payments are subject to the Service Credit Cap.
- 3.2 Annex A to Part A: Service Levels, KPIs and Service Credit table, details the Service Points available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.
- 3.3 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call-Off Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.
- 3.4 Notwithstanding the provisions of Call-Off Schedule 5 (Pricing Details), and at the Buyer’s discretion, the Parties may agree benefits to be delivered by the Supplier in substitution for the payment of Service Credits, such benefits to be of at least equivalent value to the Service Credits that would otherwise be payable.
- 3.5 If benefits are substituted for Service Credits as agreed by the Parties, the value of the Service Credits that have been substituted shall be taken into account for the purposes of calculating whether the Service Credit Cap has been reached.

Annex A to Part A: Services Levels, KPIs and Service Credits Tables

Redacted

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels and KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information:

Information in respect of the relevant Service Period just ended:

- 1.2.1 executive summary
- 1.2.2 for each Service Level and Key Performance Indicator, the actual performance achieved over the Service Period;
- 1.2.3 a summary of all failures to achieve Service Levels and Key Performance Indicators that occurred during that Service Period;
- 1.2.4 which failures to achieve Service Levels and Key Performance Indicators remain outstanding and progress in resolving them;
- 1.2.5 details of any Critical Service Level Failure, including the cause and the action being taken to reduce the likelihood of recurrence;
- 1.2.6 the number of Service Points awarded in respect of each Service Level Failure
- 1.2.7 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;
- 1.2.8 any relevant matters arising from Satisfaction Surveys;
- 1.2.9 the status of any outstanding Rectification Plan and / or Service Improvement Plan processes, including:
 - (a) whether or not a Rectification Plan and / or Service Improvement Plan has been agreed; and

(b) where a Rectification Plan and / or Service Improvement Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan and / or Service Improvement Plan;

- 1.2.10 the conduct and performance of any agreed periodic tests that have occurred, such as the annual test of the BCDR Plan in accordance with Paragraph 7 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
- 1.2.11 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
- 1.2.12 review of Service Management risks that are emerging, new and ongoing including the mitigating activity;
- 1.2.13 Sustainability report that sets out the Carbon Dioxide, Methane and Nitrous Oxide emission on a rolling monthly basis; and
- 1.2.14 such other details as the Buyer may reasonably require from time to time.

Information in respect of previous Service Periods

- 1.2.15 for each Service Level and Key Performance Indicator, the actual performance achieved over the previous twelve (12) months;
- 1.2.16 a rolling total of the number of failures to achieve Service Levels and Key Performance Indicators that have occurred over the past six Service Periods;
- 1.2.17 the amount of Service Credits that have been incurred by the Supplier over the past six (6) Service Periods;

Information in respect of the next Quarter

- 1.2.18 any scheduled service downtime for Permitted Maintenance and updates that has been requested by the Supplier and/or agreed between the Parties for the next quarter; and
- 1.2.19 at least quarterly, continuous service improvement opportunities in respect of performance achieved.

1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

- 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

- 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully documented by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
 - 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
 - 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 2. Satisfaction Surveys**
- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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

1 DEFINITIONS

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

“Board Member”	the initial persons appointed by the Buyer and the Supplier to the Boards as set out in Annex 2 and any replacements from time to time agreed by the Parties in accordance with Paragraph 6.3;
“Boards”	the Joint Strategic Partnership Board, Supplier Governance Board, All Supplier Forum, Exit and Transition Board, Service Board, Commercial Board, Project Portfolio Board, Finance Review Meetings, Project Meetings, Risk Management Board, Commercial Review Meetings, Enterprise Architecture Board and Supplier Performance Review Board and “Board” shall mean any of them; and
“Governance Framework”	the framework for the governance of the Contract as set out in Figure 1 at Paragraph 3.1 and Annex 1.

2 INTRODUCTION

- 2.1 This Schedule describes the elements and layers of the governance structure and each Party's roles and responsibilities within that governance structure.
- 2.2 The Governance Framework illustrates the governance levels and functions which will be used to manage and govern the Contract.
- 2.3 The Parties recognise that their relationship needs to be managed in relation to the Contract but also in the context of:
- 2.3.1 the Other Suppliers; and
 - 2.3.2 facilitating the smooth and flexible exit of the Deliverables to one or more Replacement Suppliers during the Call-Off Contract Period.
- 2.4 This Schedule (including the Governance Framework) shall be reviewed annually in accordance with Paragraph 8 (Annual Review) and amended if it is agreed by the Parties that amendments are necessary in order to enable the Parties' intent described in Paragraphs 2.2, 2.3 and 3.1 to continue to be met effectively. Any amendments agreed by the Parties under this Paragraph 2.4 shall be implemented in accordance with the Variation Procedure.

- 2.5 Nothing in this Schedule regarding joint activity by the Parties shall be taken to lessen or remove the obligations on the Supplier as set out in this Contract.

3 GOVERNANCE FRAMEWORK

- 3.1 The Parties shall comply with the provisions in this Schedule and in particular shall establish the Governance Framework described in Figure 1 and Paragraph 6 below in accordance with the general principles and provisions set out at Annex 1 (Governance Principles) and Annex 2 (Representation and Structure of Boards).

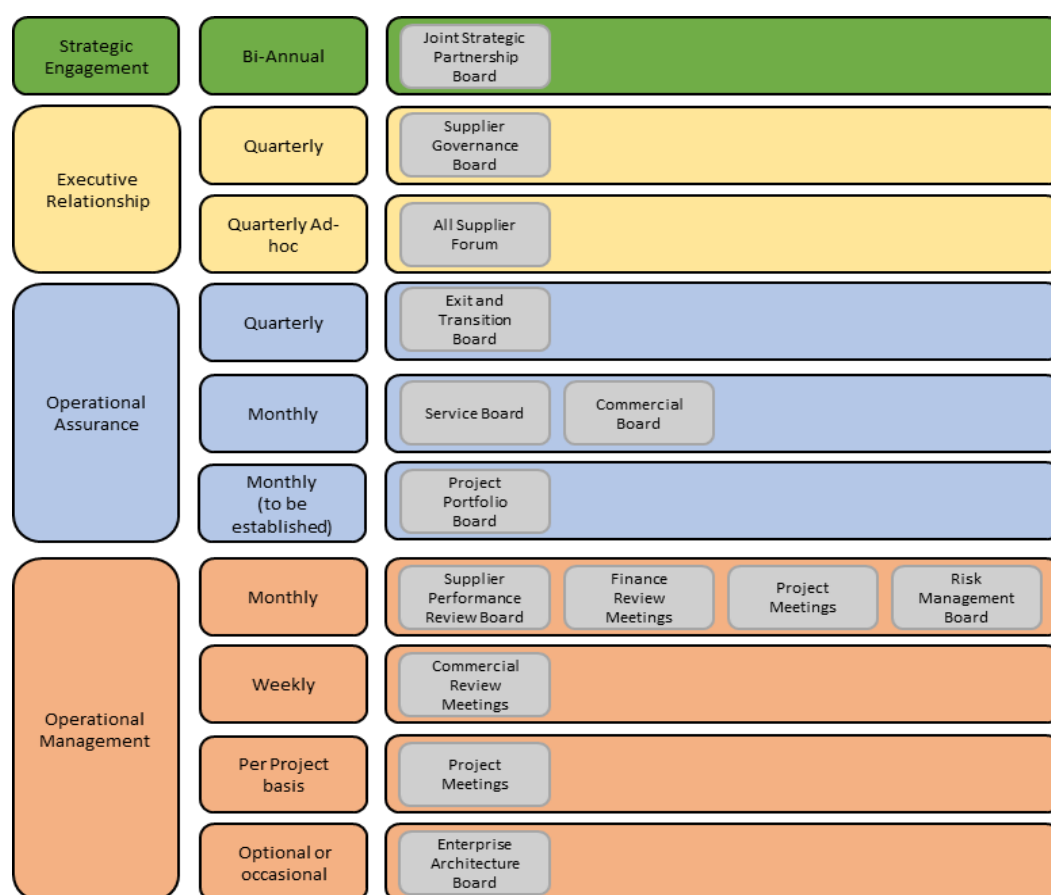


Figure 1 – Governance Framework

4 MANAGEMENT OF THE DELIVERABLES

- 4.1 The Supplier and the Buyer shall each appoint a contract manager for the purposes of this Contract;
- 4.1.1 who for the Buyer shall be the Buyer Authorised Representative; and
- 4.1.2 for the Supplier shall be the Supplier's Contract Manager;
- through whom the provision of the Deliverables shall be managed day-to-day.

- 4.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 4.3 The Supplier should report on their contractual obligations monthly at the Commercial Board – Operational Assurance in a format to be agreed between the Parties within 30 days of the Effective Date.
- 4.4 The Parties agree to operate the Boards specified in Annex 2 to this Schedule.

ROLE OF THE SUPPLIER'S CONTRACT MANAGER

- 4.5 The Supplier's Contract Manager shall be:
 - 4.5.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 4.5.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
 - 4.5.3 able to cancel any delegation and recommence the position himself; and
 - 4.5.4 replaced only after the Buyer has received notification of the proposed change.
- 4.6 The Buyer may provide revised instructions to the Supplier's Contract Manager 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.
- 4.7 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

5 ENGAGEMENT LEVELS

- 5.1 The Governance Framework defines the service management and assurance mechanisms, contract management, communication channels and working relationships between the Parties at four (4) engagement levels.

Strategic Engagement Level

- 5.2 This level brings together senior board executives from the Buyer and the Supplier to provide direction on activities that lead to increased understanding of mutual objectives, ensuring alignment with the Buyer's strategic ICT objectives and influence behavioural changes to drive improvements to the quality and health of the relationship.

Executive Relationship Level

- 5.3 This level brings together executives and senior managers from the Buyer and the Supplier to review the quality of the relationship from a service delivery, commercial, project and technical perspective.
- 5.4 The Executive Relationship Level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Assurance Level.

Operational Assurance Level

- 5.5 This level brings together senior managers from the Buyer and the Supplier to manage, monitor and review deliverables, service and outcomes, including, but not limited to, the relevant approval criteria and Performance Indicators.
- 5.6 Without prejudice to the Dispute Resolution Procedure, the Operational Assurance Level also serves as an escalation forum to resolve issues which have not been resolved at the Operational Management Level.

Operational Management Level

- 5.7 This level brings together operational and commercial personnel from the Buyer and the Supplier to discuss and review operational performance data and contract and commercial variations.
- 5.8 The Operational Management level will also include a series of tactical “feeder” meetings supporting each of the Operational Assurance Level Boards. Examples of these meetings would include weekly project meetings and commercial review meetings.

Key Subcontractors

- 5.9 To the extent that the Supplier requires the support and input of its Key Subcontractor(s) at any of the Boards, the Supplier shall procure that its Key Subcontractor(s) attend such Boards as may be required.
- 5.10 The Buyer acknowledges and agrees that in certain circumstances it will be appropriate and/or necessary for the Supplier Staff, including Personnel of any Key Subcontractor(s), to attend the Boards, provided always that the Supplier shall remain responsible for all acts and omissions of its Key Subcontractor(s) and the acts and omissions of those employed or engaged by the Key Subcontractor(s) as if they were its own.
- 5.11 The Supplier shall not be entitled to any increase in the Charges for any input or support provided by any Key Subcontractor to any of the Boards in accordance with provisions of Paragraphs 5.9 and 5.10.

6 BOARDS

Establishment and structure of the Boards

- 6.1 The Boards shall be established by the Buyer for the purposes of the Contract on which both the Supplier and the Buyer shall be represented.
- 6.2 In relation to each Board, the:
- (a) responsibilities and functions;
 - (b) Buyer Board Members;
 - (c) Supplier Board Members;
 - (d) frequency that the Board shall meet (unless otherwise agreed between the Parties);
 - (e) location of the Board's meetings; and
 - (f) planned start date by which the Board shall be established,
- shall be as set out in Annex 2.
- 6.3 In the event that either Party wishes to replace any of its appointed Board Members, that Party shall notify the other in writing of the proposed change for agreement by the other Party (such agreement not to be unreasonably withheld or delayed). Notwithstanding the foregoing it is intended that each Buyer Board Member has at all times a counterpart Supplier Board Member of equivalent seniority and expertise.

Board meetings

- 6.4 Each Party shall ensure that its Board Members shall make all reasonable efforts to attend Board meetings at which that Board Member's attendance is required. If any Board Member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that:
- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
 - (b) that he/she is debriefed by such delegate after the Board Meeting.
- 6.5 A chairperson shall be appointed by the Buyer for each Board as identified in Annex 2. The chairperson shall be responsible for:
- (a) scheduling Board meetings;
 - (b) setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;
 - (c) chairing the Board meetings;
 - (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;

- (e) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - (f) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
- 6.6 Board meetings shall be quorate as long as at least two representatives from each Party are present.
- 6.7 The Parties shall ensure, as far as reasonably practicable, that all Boards shall as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party shall endeavour to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

7 CONTRACT MANAGEMENT MECHANISMS

- 7.1 Both Parties shall pro-actively manage risks attributed to them under the terms of the Contract.
- 7.2 The Supplier shall operate, maintain and amend, as agreed with the Buyer, processes for:
 - (a) the identification and management of risks;
 - (b) the identification and management of issues; and
 - (c) monitoring and controlling project plans.

The “Risk Register”

- 7.3 The Supplier will maintain a Risk Register of the risks relating to the Call-Off Contract which the Buyer and the Supplier have identified.
- 7.4 The Risk Register shall be updated by the Supplier and submitted for review by both Parties at the relevant Board meetings, and as and when required by the Buyer.

8 ANNUAL REVIEW

- 8.1 In addition to the Boards outlined in this Schedule, an annual review meeting shall be held throughout the Call-Off Contract Period on a date to be agreed between the Parties.
- 8.2 The annual review meeting shall be attended by the Supplier's Contract Manager and the Buyer Authorised Representative and any other persons considered by the Buyer necessary for the review.
- 8.3 The agenda for the annual review meeting shall be agreed between the Parties and shall include (without limitation):

- 8.3.1 the Supplier's performance of the Deliverables in accordance with the Contract;
- 8.3.2 options for improving relationships and working practices between the Parties and with Other Suppliers including, if necessary, Variations to the Governance Framework;
- 8.3.3 proposed ways of improving the achievement of Performance Indicators and Service Level Threshold, value for money, or the effectiveness of the Deliverables in supporting the Buyer's business; and
- 8.3.4 any other matters as communicated in writing by the Buyer.

9 INFORMAL MEETINGS

- 9.1 This Schedule shall not prejudice the ability of the Parties to arrange informal meetings to discuss specific issues and ongoing project and service requirements relating to the Contract as necessary. The Parties shall cooperate to find the convenient times and locations for such meetings and use reasonable endeavours to ensure that all identified attendees attend such meetings.
- 9.2 A list of informal meetings currently planned will be agreed between the Parties within ten (10) Working Days of the Effective Date.

ANNEX 1 - GOVERNANCE PRINCIPLES

1. GENERAL

- 1.1 The Buyer will develop the Governance Framework to refine and add more detail, based on the provisions in this Schedule, and the Supplier shall agree to the amended and refined Governance Framework under the Variation Procedure provided that the resource requirements imposed on the Supplier by such further developed Governance Framework do not increase materially. The Supplier shall not be entitled to recover any additional costs from the Buyer in relation to Variations to the Governance Framework.
- 1.2 The Governance Framework will establish a single, centralised structure to deal with all issues that relate to the performance and commercial aspects of the Contract or in-flight programmes of work.
- 1.3 This Schedule defines the governance structures that the Parties will establish to ensure that:
 - a) appropriate forums exist to manage the Contract;
 - b) appropriate information is maintained and shared to enable the Buyer to oversee and ensure the delivery of the Deliverables;
 - c) Documentation is provided to timescales and the requisite quality and, where appropriate, is maintained and updated; and
 - d) the effectiveness of the Deliverables, the Parties' relationship and the Governance Framework are reviewed regularly and improved where appropriate.

2. PRINCIPLES

- 2.1 The Parties recognise that relationships will exist at many levels between them, and this Schedule reflects these relationships within a formal process covering the decision-making, communication channels and escalation paths that the Parties shall use.
- 2.2 The Parties shall, through the proper application of these principles, procedures and structures, ensure that strong, healthy, responsive and mutually beneficial collaborative relationships are built and maintained between the Parties at all levels.
- 2.3 The Suppliers will take their direction from the Buyer in all their dealings under the Contract, and not from any other Government department or agency.
- 2.4 The Parties shall ensure that they, through collaborative participation in the Boards, as soon as reasonably practicable resolve all issues arising in relation to the Deliverables and the Contract and achieve all agreed objectives for each of the Boards. Each Party shall use reasonable endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made.

- 2.5 All Parties shall agree and implement processes to regularly measure the health and effectiveness of the relationship and work together to agree and implement desirable improvements to the Governance Framework.
- 2.6 The membership and frequency of the Boards will be sufficient to manage and assure the end-to-end delivery of quality and cost effective Deliverables by the Supplier to the Buyer in accordance with the Performance Indicators.
- 2.7 Each Board will work across all Deliverables other than where specified in the Governance Framework and the provisions of this Schedule.
- 2.8 All governance interactions (including work approval, new services, business requirements, etc) between the Supplier, Other Suppliers, Replacement Suppliers and the Buyer will be managed in line with the Governance Framework.
- 2.9 The Boards will determine, authorise and prioritise Variations in Deliverables and otherwise fully support the Buyer's changing business objectives and requirements.
- 2.10 The Boards will include Buyer and Supplier representation as appropriate, and, may include the Supplier's Subcontractors and Other Suppliers engaged by the Buyer if required and agreed by the Buyer.
- 2.11 The Supplier is expected to actively participate with the relevant Other Suppliers, except where issues of commercial confidentiality arise and have (where practicable) been agreed in advance with the Buyer.
- 2.12 Without limiting the Supplier's general obligations to provide advance warning (where practicable), the Supplier shall take such steps as are necessary to ensure that no material issues are raised in the formal Governance Board meetings without giving the Buyer prior notice.

3. **OBJECTIVES**

- 3.1 This Schedule sets out the governance structures for managing and assuring the Deliverables to be delivered by the Supplier to the Buyer and will include, but not be limited to:
 - a) the communication and governance from and between the Buyer and the Supplier;
 - b) the Boards and associated roles and responsibilities;
 - c) the overall portfolio management and governance organisation to manage and assure the Deliverables;
 - d) the architectural governance forums to assure delivery and operational conformance to prescribed Standards;
 - e) information assurance governance;
 - f) the service management and governance forums to manage and assure the Deliverables through the service delivery lifecycle;

- g) the programme management and governance forums to manage, deliver and assure the Deliverables; and
 - h) the Supplier management and governance forums to manage, monitor and assure the commercial aspects relating to the provision and support of the Deliverables.
- 3.2 The Supplier shall support and enable the Buyer to monitor and manage the Deliverables and other obligations and shall provide all reasonable co-operation to the Buyer with the objective of ensuring that the performance of the Deliverables and its other obligations, shall be achieved in an efficient and cost effective manner in accordance with the terms of the Contract.
- 3.3 As and when necessary, the Buyer will define and agree with the Supplier the terms of reference for each of the Boards and forums defined in the governance framework. The terms of reference for each Board and forum will include, but not be limited to:
 - a) frequency;
 - b) type;
 - c) chair;
 - d) input to;
 - e) team participants;
 - f) roles and responsibilities/escalation;
 - g) value/purpose;
 - h) input reports; and
 - i) expected outcomes.
- 3.4 The Supplier shall support the Buyer through the provision of:
 - a) core membership (standing attendees);
 - b) optional attendees (as required or requested);
 - c) responsibilities, accountabilities and limits of decision-making ability including, but not limited to, financial, business impact and business risk;
 - d) inputs; and
 - e) outputs.
- 3.5 The Supplier shall support the Buyer by providing, on the request of the Buyer, current organisational information, which shall consist of, but shall not be limited to the following:
 - a) Supplier governance and guidance organisation: includes as a minimum, organisation charts, description of functions performed, and contact information;

- b) Supplier management and delivery organisations: includes (where agreed with the Buyer), organisation charts, description of functions performed, and contact information;
- c) key contacts - Supplier: the list of Supplier contacts (with contact information), who are key managers of the Deliverables and/or who perform a liaison function in regard to the Deliverables including, but not limited to, business unit and geographic region; and
- d) key governance documentation: reference material relating to governance forums e.g. operational meeting minutes, performance reports etc.

3.6 The Buyer will act as the facilitator for all Boards and will ensure the following:

- a) clear communications and directives relating to outcomes of all governance and change forums;
- b) that all concerned parties are actively involved in Variations that will or may have an impact on the Deliverables being delivered;
- c) the Buyer will relay any risks identified across the Supplier and Other Suppliers; and
- d) the Buyer will provide a secretariat function, including, but not limited to:
 - i. scheduling Board meetings;
 - ii. ensuring all Board agendas and papers are circulated to the members of the respective Board in accordance with the timescales set out in this Schedule, unless an extraordinary meeting has been scheduled or an urgent item has been added to the agenda and it is not possible to meet this requirement, in which case as much notice as is practicable shall be given;
 - iii. ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within three (3) Working Days following the Board meeting;
 - iv. monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings; and
 - v. facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

3.7 The Supplier acknowledges that the Buyer shall act as the facilitator for all Boards and that the Buyer shall provide services to the Supplier (as described in Paragraph 3.6d). The Supplier shall support the Buyer in delivering the services as described in paragraph 3.6d) through, including but not limited to:

- a) attendance at scheduled Board meetings by an appropriately empowered Board Member;
- b) monitoring and progressing any follow up tasks and activities agreed to be carried out before or following Board meetings; and

- c) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

4. GOVERNANCE STRUCTURE, BOARDS AND FORUMS

- 4.1 Each Board or forum will be responsible for resolving any operational disagreements or other issues regarding the provision of the Deliverables, the Performance Indicators and performance under any additional work that may be awarded under the Contract and, if required, to support the issue resolution mechanisms and Dispute Resolution Procedure.
- 4.2 The effectiveness of the Governance Framework will be evaluated from time to time by the Buyer and the Supplier to identify improvements or efficiencies and modified accordingly.
- 4.3 The Buyer reserves the right, acting reasonably, to convene a meeting with any or all parties at any time and will provide as sufficient notice as is practicable.
- 4.4 Time and resource cost of participation in the Boards and development of their policies, processes and procedures shall be borne by the party incurring it.
- 4.5 The chairperson shall be responsible for:
 - a) setting the agenda for Board meetings (based on suggestions from the Buyer and/or the Supplier); and
 - b) chairing the Board meetings.
- 4.6 The chairperson of each Board will record decisions and agreements reached at the Board, based on the discussions and the input/feedback received from all participants. Each Board meeting will be outcome based and defined outcomes will be delivered and realised within the agreed timescales. The decisions of the Board shall be binding on both Parties.
- 4.7 The Supplier shall supply appropriately senior, authorised, qualified and experienced Personnel to the Boards as required.

ANNEX 2 - Representation and Structure of Boards

Joint Strategic Partnership Board – Steering Level

Responsibilities and functions of the Joint Strategic Partnership Board	Act as forward-looking forum to enable the Buyer to deliver its vision and to review spending challenges and the Supplier's position on such challenges. Ensure the strategic alignment of the Buyer and Supplier businesses. Inform the Supplier of any relevant changes to the Buyer's business and services strategy. Having sight of all the IT deliverables for programmes and projects residing on the Buyer portfolio. Review the overall performance of both the Supplier and the Buyer. Review the overall effectiveness of the Deliverables in meeting the needs of the Buyer's business. Facilitate the exchange of future directional information. Making key resource deployment and investment priority decisions. Inform the Buyer of any updates to any relevant Supplier global technology initiatives. Resolve relationship issues and issues relating to this Contract which are escalated to the Joint Strategic Partnership Board. Formal escalation body from the Supplier Governance Board. Making escalations to the Buyer executive team. Review of risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members of Joint	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be</i>

Strategic Partnership Board	<i>discussed and agreed by the Buyer during the implementation of the relevant Board.</i>
Supplier Board Members of Joint Strategic Partnership Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Joint Strategic Partnership Board meetings	Bi-annually

Supplier Governance Board – Executive Level

Responsibilities and functions of the Supplier Governance Board	Review the relationship between the Buyer and the Supplier. Monitor the alignment of the Buyer and Supplier objectives. Provide direction on activities to drive improvements to the health and quality of the relationship via the Supplier Performance Review Board. Track Delivery against the jointly agreed initiatives following the value assessment which identifies opportunities from the Supplier Performance Review Board to maximise value from the relationship. Review the Supplier scorecard to understand how the Supplier is performing against its key metrics. Review of risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums. Serve as an executive escalation forum to resolve issues which have not been resolved at the Boards below it. Establish and communicate Delivery priorities. Carry out activities in relation to Audit reviews carried out in accordance with the Contract as appropriate.
Buyer Board Members of Supplier Governance Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be</i>

	<i>discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members of Supplier Governance Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Supplier Governance Board meetings	Quarterly

All Supplier Forum – Executive Level

Responsibilities and functions of the All Supplier Forum	To align the Parties and Other Suppliers for delivery of end to end services. To provide a forum for the Buyer to provide key messages to the Supplier and Other Suppliers. To identify technical and operational innovations which may bring wider benefit to the Buyer System. To share innovation and best practices. Note that this forum's function relates to relationship management rather than contract management.
Buyer Board Members of All Supplier Forum	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members of All Supplier Forum	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of All Supplier Forum	Quarterly Ad-hoc

Exit and Transition Board – Operational Assurance Level

Responsibilities and functions of the Exit and Transition Board	Develop a strategy for exit and transition. Manage and review the Exit Plan. Oversee the implementation of the Exit Plan until the conclusion of all activities set out in the Exit Plan. Review the associated Registers. Review progress on the Implementation Plans and transition matters. Assess the impact of further technology refresh triggers. Manage the Documentation required to support Implementation Plan(s) and/or Exit Plan(s) (for example, asset registers). Review of open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members for Exit and Transition Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Exit and Transition Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Exit and Transition Board meetings	No less than quarterly per Contract Year, or as required in order to effectively manage updates and Implementation and/or Exit Plan(s).

Service Board – Operational Assurance Level

Responsibilities and functions of the Service Board	Monitor compliance by the Supplier with the agreed processes and the Buyer's policies and procedures. Act as an escalation point for the sub-groups governing lower-level activities in the Operating Environment.
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	Resolve all escalations brought and escalate only under exceptional circumstances. Request and review reports from the Exit Managers on each Party's compliance with Call-Off Schedule 10 (Exit Management), particularly in relation to the production and updating of the Exit Plan and the provision of any Termination Assistance. In the event of any termination (in whole or in part) or expiry of this Contract, manage performance by the Supplier and the Buyer of their respective obligations in relation to Call-Off Schedule 10 (Exit Management), acting as an escalation point for the Exit and Transition Board. Formal escalation body from the Exit and Transition Board. Review of open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members for Service Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Service Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Service Board meetings	Monthly or as required by the Buyer from time to time.

Commercial Board – Operational Assurance Level

Responsibilities and functions of the Commercial Board	Monitor in relation to the Contract the overall commercial relationship. Monitor the alignment of the Buyer and Supplier commercial objectives. Take a pro-active view of commercial impacts, stakeholder management and communication issues.
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	Monitor, discuss and resolve contract compliance and commercial issues escalated to the Commercial Board. Resolve wherever possible all major Supplier and Buyer commercial performance issues and Disputes relating to the Contract as are referred to it under the Dispute Resolution Procedure. Ensure implementation of best practice in contract and compliance management. Provide a forum for achieving a collective and consistent view of compliance against all Contract obligations. Deal with and make decisions on issues identified by the Supplier or the Buyer that require contract or compliance management actions and resolution. Review of all open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums. Monitor the agreed working of the Risk Register. Review the Buyer Risk Register (quarterly basis). Review the continuity of supply in the Supplier's supply chain process. Agree actions and improvement plans to address compliance issues. Appoint, as and when required, "contract management teams" with responsibility for seeking resolution of Disputes. Review issues in purchase order processing and items where there are delays or other issues in progress. Maintain an overview of Contract Variation. Discuss diversity and equality issues.
Buyer Board Members for Commercial Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Commercial Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be</i>

	<i>discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Commercial Board meetings	Monthly or as required by the Buyer from time to time.

Project Portfolio Board – Operational Assurance Level

Responsibilities and functions of the Project Portfolio Board	Evaluate major change programmes and the associated feasibility studies and business cases to support these changes. Manage agreed business transformation programmes. Provide high level direction, prioritisation, against other current and planned activities, integration, and co-ordination across all projects. Monitor the development and implementation of current and future projects. Monitor the status of projects during the lifecycle of Variations. Identify, monitor and manage risks in the delivery of projects or the Deliverables. Monitor the impact of any risks associated with any major changes to the Buyer System, architecture and/or network, including in relation to projects and new services in so far as such Buyer System changes relate to the Deliverables. Review of all open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members for Project Portfolio Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>

Supplier Board Members for Project Portfolio Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Project Portfolio Board meetings	Monthly (to be established).

Supplier Performance Review Board – Operational Management Level

Responsibilities and functions of the Supplier Performance Review Board	Review the Supplier's performance Service performance: a) Review the Supplier's performance against Service Levels; b) Review all Service Credits due; c) Review the Supplier's performance against the end-to-end measures that reflect the ITIL processes; d) Review the Supplier's performance against the strategic Buyer business measures; and e) Review any draft Rectification Plans submitted by the Supplier. Financial performance: a) Review the financial data submitted by the Supplier. Supplier relationship: a) Review any survey results for relationship maturity and effectiveness; b) Review any Service Improvement Plans and/or Rectification Plans; and c) Review any matters pertaining to activities with Other Suppliers (whether in respect of the Deliverables or of the Other Suppliers' services provided to the Buyer).
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	Review of all open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members for Supplier Performance Review Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Supplier Performance Review Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Supplier Performance Review Board meetings	Monthly or as required by the Buyer from time to time. To be held before the monthly Service Board.

Risk Management Board – Operational Management Level

Responsibilities and functions of the Risk Management Board	To identify, review and agree management of risks and issues. Ensure all elements of new/open risks (description, cause, effect, controls, mitigation, actions, scores, and target dates) are captured and reviewed. Review of all open risks appropriate to this Board to be included as a standing agenda item (including security management and data processing risks). On a quarterly basis, amended agenda to include a detailed review of key risks. Share output of risk review with cascading Boards/forums. Supplier to circulate risk treatment plan 5 days in advance of each meeting.
Buyer Board Members for Risk Management Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>

Supplier Board Members for Risk Management Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Risk Management Board	Monthly or as required by the Buyer from time to time.

Finance Review Meetings – Operational Management Level

Responsibilities and functions of the Finance Review Meetings	Review of the current financial status of the Contract and identify any actions as required. Review the Financial Reports submitted by the Supplier.
Buyer Board Members for Finance Review Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Finance Review Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Finance Review Meetings	Monthly or as required by the Buyer from time to time.

Project Meetings – Operational Management Level

Responsibilities and functions of the Project Meetings	Discuss and address any open risks and that may impact the Delivery of Deliverables. Agree and monitor any required improvement plans and/or Rectification Plans relating to Services.
Buyer Board Members for Project Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>

Supplier Board Members for Project Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Project Meetings	Monthly and as otherwise decided on a per project basis.

Commercial Review Meetings – Operational Management Level

Responsibilities and functions of the Commercial Review Meetings	Identify, review, and resolve any commercial issues raised from within project meetings and financial review meetings. Resolve any Contract compliance and commercial issues. Ensure alignment of the Parties commercial objectives/ obligations Escalate and report to the Commercial Board as required.
Buyer Board Members for Commercial Review Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Commercial Review Meetings	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Commercial Review Meetings	Monthly or as required by the Buyer from time to time.

Enterprise Architecture Board – Operational Management Level

Responsibilities and functions of the Enterprise Architecture Board	This Board shall be a joint Buyer and Supplier forum chaired by the Buyer with additional representatives from IT and the supplier community to provide insight to the supplier community on Buyer strategic direction, and to enable a
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	collaborative approach to the development of enterprise IT architecture and innovation. It will: Coordinate the interface between the various suppliers. Provide the main forum for the Buyer to share corporate and business unit strategic aims with suppliers. Provide a forum for the Buyer to issue innovation challenges to suppliers, with a view to encouraging collaborative working between suppliers in a pre-commercial mode. Provide a forum to explain Buyer strategic architectural direction on capabilities, products and services. Formally communicate any changes in the Buyer Enterprise Architecture Services to suppliers. Provide a mechanism for suppliers to challenge the Buyer Enterprise Architecture Services, and propose new directions, approaches and insight to maintain the Enterprise Architecture Services flexibility. Provide a mechanism to enable joint horizon scanning to identify business and technology trends the Buyer should assess. Monitor the status of projects during the lifecycle of Variations. Ensure that the Buyer System is appropriately secure in accordance with Call-Off Schedule 9 (Security). Review of all open risks appropriate to this Board to be included as a standing agenda item. Share output of risk review with cascading Boards/forums.
Buyer Board Members for Enterprise Architecture Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Supplier Board Members for Enterprise Architecture Board	<i>The finalisation of the governance structure including agenda and confirmed chairperson/s and attendees will be discussed and agreed by the Buyer during the implementation of the relevant Board</i>
Frequency of Enterprise	Optional or occasional.

Architecture Board meetings	
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Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

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

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier, or which are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Charges for the Benchmarked Deliverables are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Deliverables, that based on an analysis of Equivalent Data, the Charges for the Benchmarked Deliverables, as compared to the range of Comparable Rates for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets out to ensure the Contracts represent value for money throughout and the Buyer may terminate the Contract for material Default in accordance with Clause 10.4.1(d) (When CCS or the buyer can end a contract) by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 Not Applicable
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Effective Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review, the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for a Benchmark Review, then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 Within ten (10) Working Days of being appointed under Paragraph 3.1.6, the benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its approval of the draft plan.
- 3.2.5 Once it has received the approval of the draft plan pursuant to Paragraph 3.2.3 and 3.2.4, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and

- (d) determine whether or not each Benchmarked Deliverable is, and/or the Benchmarked Deliverables as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Charges for the Benchmarked Deliverables and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates; and
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 **Benchmarking Report**

3.3.1 For the purposes of this Schedule, "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan approved pursuant to Paragraphs 3.2.3 and 3.2.4, setting out its findings. Those findings shall be required to:

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

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

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 16 (Benchmarking)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Security Classification (Official)

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

- 2.1 In this Schedule, the following expression shall have the following meaning and shall supplement Joint Schedule 1 (Definitions):

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

3. Relevant Convictions

- 3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

- 3.2 Notwithstanding Paragraph 3.1, for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that every relevant Subcontractor must):

3.2.1 carry out a check with the records held by the Department for Education (DfE);

3.2.2 conduct thorough questioning regarding any Relevant Convictions; and

3.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Subcontractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

A criminal conviction that is relevant to the nature of the Deliverables to be provided including but not limited to those involving dishonesty, violence and sexual offences.

Further Competition: TePAS 2, Lot 1Security Classification (Official)
Call-Off Schedule 18 (Background Checks)
Call-Off Ref: prj_10771
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Draft Contract for provision of Voice Hardware

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

Statement of Requirements (SOR) – Voice Hardware Procurement

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Further Competition: TePAS 2, Lot 1
Call-Off Schedule 20 (Call-Off Specification)
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Security Classification (Official)

Note: Information Technology Infrastructure Library (ITIL)

If there is any conflict between the meaning given to an expression in ITIL and the meaning given to the expression in this Schedule, then the meaning given to that expression in this Schedule shall apply. ITIL expressions that may be used in a Contract with a capital first letter, but which are listed in ITIL with a lower-case first letter.

1. Introduction and Background of the Buyer

- 1.1. The Ministry of Justice (the Buyer) is a major government department at the heart of the justice system. The Buyer works to protect and advance the principles of justice with a vision to deliver a world-class justice system that works for everyone in society. Each year, millions of people use the Buyer's services across the UK, including at 350 courts and tribunals, and 121 prisons in England and Wales. Overall, the Buyer's footprint is spread over 1000 sites, each posing their own unique technology challenges.



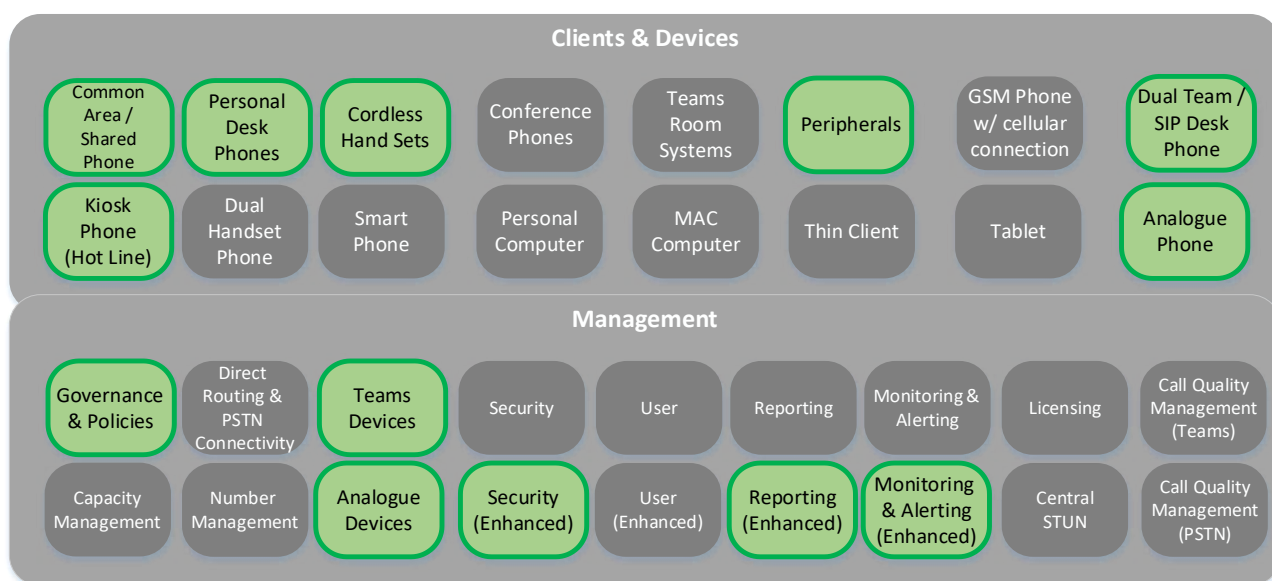
High-level view of the Buyer's organisation profile, scope of services, and government agencies it supports

2. Context and Overview of Requirements

- 2.1. The Buyer's current voice hardware requirements are currently delivered as the demand for voice hardware, peripherals and related ancillaries arises, regardless of the scale or scope of the hardware requirement.
- 2.2. The Buyer is seeking to partner with a specialist Supplier for the provision of Voice hardware to deliver a range of voice hardware and peripherals devices for:
- bulk deployment during the Voice Project's transition of the Buyer's estate from a primarily Openscape solution to a primarily Teams-based solution;
 - ongoing replenishment of the Buyer's estate during business as usual (BAU) as per the volumes in the Hardware Product Specification.
- 2.3. The Supplier must :
- be accredited by major hardware vendors;
 - provide hardware and peripheral provision at scale to support;
 - provide hardware provision during MoJ's operational Working Days;
 - Support for specification clarification / revision and validation;
 - Provide a centralised procurement reporting to the Buyer and provide a one truth view;

- provide open and transparent pricing in respect of all of the Buyer's requirements;
- have a dedicated executive resource to support and advise the Buyer on its requirements for the duration of the Call-Off Contract.
- be able to leverage scale, capability, accreditations and buying power to deliver savings on current spend;
- provided to the Buyer commercial and technical advice, including on hardware performance, specification, security accreditation and sustainability issues;
- provide query handling and escalation routes where necessary;
- work closely with the Buyer and other suppliers to the Buyer and attend all necessary meetings and provide all requested reports.

2.4. The Supplier will supply the voice hardware in the Clients & Devices and Management section highlighted in green below. The grey capability is out of scope for the Supplier.



Voice capability model highlighting scope of voice hardware supplier

3. Technical Requirements

3.1 General

3.1.1 The Supplier shall ensure that the procured hardware device models comply with the hardware specifications provided by the Buyer's Hardware Product Specification in Annex A.

3.1.2 ..

3.2 Microsoft Teams Devices

- 3.2.1 The Supplier shall supply standard Microsoft Teams certified phone devices in accordance with the Buyer's Hardware Product Specification.
- 3.2.2 The Supplier shall supply enhanced Microsoft Teams certified phone devices in accordance with the Buyer's Hardware Product Specification.
- 3.2.3 The Supplier shall supply cordless Microsoft Teams compatible phone devices in accordance with the Buyer's Hardware Product Specification.
- 3.2.4 The Supplier shall ensure that the procured Hardware device models are 802.1x, Extensible Authentication Protocol (EAP), Transport Layer Security (TLS) and Simple Certificate Enrolment Protocol (SCEP) compliant.
- 3.2.5 The Supplier shall ensure that Microsoft Teams certified phone devices support dual registration.
- 3.2.6 The Supplier shall ensure that the specified Microsoft Teams desk phones are capable of remaining Microsoft certified for at least five (5) years from the date of installation or delivery to a site.
- 3.2.7 The Supplier shall ensure that Microsoft Teams devices are 'Hearing Aid Compatible' (HAC)

3.3 Analogue Devices

- 3.3.1 The Supplier shall supply standard analogue devices in accordance with the Buyer's Hardware Product Specification.
- 3.3.2 The Supplier shall supply cordless analogue devices in accordance with the Buyer's Hardware Product Specification.
- 3.3.3 The Supplier shall ensure that analogue devices are 'Hearing Aid Compatible' (HAC)

3.4 Peripherals

- 3.4.1 The Supplier shall supply standard peripherals in accordance with the Buyer's Hardware Product Specification.

3.5 Management, Monitoring and Reporting of Microsoft Teams certified phone devices

3.5.1 General

- 3.5.1.1 The Management, Monitoring and Reporting requirements relate to the tools and processes to ensure that the Services are operated effectively within the wider context of the Buyer's other contracts for voice services and that pertinent information related to the Service is provided to the Buyer.
- 3.5.1.2 The Device Management Platform (DMP), if delivered through a SaaS platform, must ensure separation of Government Data and access. The DMP shall provide a web-based portal(s), accessible by the Buyer, which provides Management, Monitoring and

Reporting for the Microsoft Teams certified phone devices provided by the Supplier.

3.5.1.3 The DMP shall be able to integrate with other applications and systems through secure interfaces, including but not limited to.

- Secure Open Standards access such as REST or GraphQL.
- [The Buyers Analytical Platform](#)¹
- Service Now for automatic raising of incidents based on predefined conditions

3.5.1.4 The DMP shall use Role Based Access Control (RBAC) unless otherwise agreed with the Buyer.

3.5.1.5 The Buyer shall be able to export data from the DMP in a non-proprietary format.

3.5.2 **Management of Microsoft Teams certified phone devices**

3.5.2.1 In using the DMP, the Buyer must be able to;remotely provision user and shared Teams Certified Phone devices.

3.5.2.2 assign single or bulk profile/configuration to Teams Certified Phone devices.

3.5.2.3 manage and update single and bulk distribution of certificates.

3.5.2.4 push location specific policies so that the Buyer can configure Microsoft Teams certified phone devices network settings for the different Buyer Sites.

3.5.2.5 by means of secure location to update firmware, Operating System (OS) and applications.

3.5.2.6 undo and rollback options for firmware, OS and applications.

3.5.2.7 audit user actions within the toolset.

3.5.2.8 perform bulk management actions which are auditable and reversable.

3.5.2.9 perform hardware diagnostics to troubleshoot device faults. This must include but not be limited to remote packet capture, Secure Shell (SSH), debug, log grab and screen grab.

3.5.3 **Monitoring of Microsoft Teams certified phone devices**

3.5.3.1 The DMP shall provide the ability for the Buyer to monitor Microsoft Teams certified phone devices and its uptime.

¹ [Introduction - Analytical Platform User Guidance](#)

3.5.3.2 The DMP shall provide the ability for the Buyer to view dashboards showing the health of Microsoft Teams certified phone devices by the Buyer's Site location.

3.5.3.3 The DMP shall provide the ability for the Buyer to schedule tasks, configure alerts and frequency of alerts to avoid notification overload.

3.5.4 **Reporting of Teams Certified Phone Devices**

3.5.4.1 The DMP shall provide Microsoft Teams certified phone devices reports in a structured exportable format including, but not limited to CSV.

3.5.4.2 The DMP shall provide the ability for the Buyer to search reports based on recorded data.

4. Service Management Requirements

4.1 Integrated Logistics Support

4.1.1 Configuration

4.1.1.1 The Supplier shall ensure that the hardware, firmware and software is aligned with the Buyer's agreed hardware, firmware and software versions.

4.1.1.2 The Supplier shall be responsible for initial power on test to ensure that the hardware device is not dead on arrival (DOA) prior to delivering to end users.

4.1.1.3 The Supplier shall support remote provisioning and testing of Microsoft Teams devices with the Buyer prior shipping to the Buyer Site.

4.1.1.4 The Supplier shall be responsible for asset tagging of the Microsoft Teams certified and analogue phone devices so that devices can be tracked to their owners.

4.1.1.5 The Supplier shall be responsible for updating the Buyer's Configuration Management Database (CMDB) with appropriate asset information.

4.1.2 Delivery

4.1.2.1 The Supplier shall be responsible for the secure delivery of hardware devices to end users on site within five (5) Working Days.

4.1.2.2 The Supplier shall, within its service design package, document the process for ordering hardware, including the steps for:

- buyer request;
- supplier validation;
- quotations;

- buyer approval and if required buyer purchase order;
- order initiation, confirmation and logging;
- delivery;
- updating relevant records; and
- feedback;

(the “Hardware Ordering Process”).

4.1.2.3 The Parties shall follow the Hardware Ordering Process, subject to Approval of the Supplier’s service design package and unless otherwise Approved.

4.1.2.4 Notwithstanding Paragraph 4.2.1.3, if there is a conflict between the Hardware Ordering Process and this Call-Off Contract, the provisions of this Call-Off Contract shall prevail.

4.1.3 **Deployment and Installation Works**

4.1.3.1 For all attended visits by the Supplier to a Buyer’s Site, the Supplier shall be responsible for plugging the phone into the network, installation, and setup of the Microsoft Teams certified phone devices and analogue devices ensuring end users can make and/or receive calls within five (5) Working Days.

4.1.4 **Decommissioning and Disposal**

4.1.4.1 The Supplier shall be responsible for the decommissioning and disposal of end-of-life voice hardware and peripheral devices in accordance with the Buyers policy for the secure disposal of IT Equipment.

4.1.4.2 The Supplier shall be expected to maximise re-use of hardware. If a phone/peripheral is no longer required, then it should be assessed and either refurbished for re-use or disposed of in accordance with the Buyers policy for the secure disposal of IT Equipment.

4.1.4.3 The Supplier shall be responsible for increased recycling and general waste management to prevent waste from ending up in Landfill (Zero waste to Landfill).

4.1.5 **Break-fix, Replacement and Warranties**

4.1.5.1 The Supplier shall be responsible for the Break-Fix and Return Material Authorisation (RMA) arrangement for defective Voice Hardware and Peripherals devices.

4.1.5.2 The Supplier shall ensure that the Buyer does not wait for the RMA process to be completed prior to shipping a replacement hardware device to site.

4.1.5.3 For attended Supplier engineer visits, the Supplier shall be responsible for unplugging broken hardware devices, boxing up hardware devices and removing it from the Buyer’s Site as agreed with the Buyer.

4.1.5.4 The Supplier shall ensure that warranties are registered with hardware vendors on behalf of the Buyer.

4.2 General

- 4.2.1 The Supplier shall, always, protect the confidentiality, integrity and availability of the Deliverables, Buyer System and Government Data.
- 4.2.2 The Supplier shall ensure that all information related to the delivery, support and maintenance of the Deliverables is recorded using one of the following methods:
 - The Buyer's ITSM tool
 - The Suppliers own ITSM tool, ensuring that the information integrates in near/real time with the Buyer's ITSM tool.
- 4.2.3 The ITSM tool is to be used as the 'Single source of Truth' and shall cover all Service Management processes as set out in Call-Off Schedule 26(Buyer Standards), policies and procedures including, but not limited to: Demand Management, Service Level Management, Change Management, Incident Management, Service Request Management, Service Asset and Configuration Management, Knowledge Management and Continual Service Improvement.
- 4.2.4 The Supplier shall include Catalogue Items wherever possible in responding to a Demand Request and consider whether a Demand Request could be included as a Catalogue Item in the Product and Service Catalogue.
- 4.2.5 The Supplier shall utilise the Buyer's Product and Service Catalogue Management system / ITSM Toolset.
- 4.2.6 The Supplier shall ensure that all Catalogue Items listed in the Product and Service Catalogue that are within the scope of the provision of Deliverables under the Contract , have appropriate Service Assets and Configuration Items identified within the Configuration Management Database where applicable.
- 4.2.7 The Supplier shall follow the Product and Service Catalogue Management processes and where the Supplier has provided an alternative Catalogue Item via the Demand Management process (i.e. something not listed in the Product and Service Catalogue), they will obtain the Buyer's approval and, if given, make it available in the Product and Service Catalogue.
- 4.2.8 The Supplier shall provide a Service Manager, who shall be Key Staff, responsible for interfacing with the Buyer's Service Owner, and is responsible for the reporting of service performance at the Supplier Performance Review Board The Supplier shall identify, report, and manage risks to the Supplier's supply chain, to support the delivery of performance against any Service Levels.
- 4.2.9 The Supplier shall follow the Buyer Change and Evaluation Management Process and ensure that all Requests for Change submitted contain the appropriate level of details as required by the Buyer.
- 4.2.10 The Supplier shall provide all information relating to pre-approved Changes (Standard Changes in ITIL) to the Buyer for inclusion in the Buyer's Change Management process.
- 4.2.11 The Supplier shall be responsible for the production, maintenance, and assurance of up-to-date information for inclusion in the Buyer's Knowledge Management System. This will include Knowledge Articles that relate to

- the support and maintenance of Hardware products and their peripherals and any FAQ's that will assist the Buyer in supporting their end users.
- 4.2.12 The Supplier shall maintain accurate records of all Configuration Items and Assets used to provide the Deliverables. This shall include both Supplier owned, and Buyer owned Configuration Items and Assets.
- 4.2.13 The Supplier shall, at minimum, comply with the Buyer's minimum data set (schema) for Hardware Assets and Configuration Items. This minimum data set will be the standard hardware configuration that must be implemented prior to any deployment.
- 4.2.14 The Supplier shall support any integration testing where the hardware products interoperate with Other suppliers to the Buyer as detailed in the test plan developed by the Buyer or Other Suppliers to the Buyer.
- 4.2.15 The Supplier shall acknowledge all Incidents correctly assigned to them and return Incidents to the Buyer that have been wrongly assigned in agreement with the Buyer.
- 4.2.16 The Supplier shall support and provide hardware information to the Buyer and Other Suppliers to the Buyer, to restore normal End To End Services or to provide a workaround (subject to approval in accordance with the Incident Management Process) during the resolution of Incidents.
- 4.2.17 The Supplier shall update the Incident record with all relevant information within the ITSM Toolset relating to the Incident in accordance with the Incident Management process.
- 4.2.18 The Supplier shall provide progress updates on all current Incidents in accordance with the Buyer's Incident Management process.
- 4.2.19 The Supplier shall ensure attendance to any Major Incident Management bridge calls with skilled and experienced resources that understand the Deliverables being provided to the Buyer or by the Buyer.
- 4.2.20 The Supplier shall support the Buyer's Request Fulfilment process in the provision of the Deliverables.
- 4.2.21 The Supplier shall notify the Buyer of any anticipated failure to fulfil a Service Request in accordance with the associated lead time and service level for Hardware delivery.
- 4.2.22 The Supplier shall provide all relevant information requested by the Buyer to support the onboarding of the Deliverables users to the Buyer's Service Desk.
- 4.2.23 The Supplier shall ensure that the Supplier Personnel that interact with the Buyer's Service Desk are appropriately trained and qualified for the designated role.
- 4.2.24 The Supplier shall co-operate with the Buyer's Service Desk in the lifecycle management of Incidents.
- 4.2.25 Where the manufacturer and/or licensor of hardware, firmware or software used for the provision of the Services has announced or disclosed to the Supplier the withdrawal of support, the Supplier shall promptly notify the Buyer.
- 4.2.26 The Supplier shall suggest new ways of working and propose Continual Service Improvement to the way the service is delivered.
- 4.2.27 The Supplier shall, collaborate with the Buyer and Other suppliers to the Buyer as notified by the Buyer that enhances the management, support and maintenance of the Deliverables. The Supplier shall utilise the principles of ISO44001, the international standard for collaborative

relationships, in their response to collaborative working. This will ensure that clear roles are established and that ways of working are aligned to the Buyer's processes and procedures.

- 4.2.28 The Supplier must engage with the Buyers facilities and building management teams regarding any supporting services needed to deliver and install hardware devices as agreed with the Buyer.
- 4.2.29 The Supplier shall provide obsolescent management information and notification to the Buyer that includes, accurate asset information, tracking and reporting on the status of all hardware (e.g. including end of life, end of support, end of sale), that is published by the vendor and shall work with the Buyer to replace any hardware that is no longer supported.

4.3 Staff and Resourcing

- 4.3.1 The Supplier shall provide a sufficient level of resource throughout the Call-Off Contract Period in order to consistently deliver a quality service.
- 4.3.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 4.3.3 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the Call-Off Contract Period.
- 4.3.4 The Supplier shall provide an accurate list of staff joining, leaving, and moving throughout the Call-Off Contract Period in order to consistently deliver a quality service to the Buyer.

5. Implementation Requirements

5.1 General

- 5.1.1 The Supplier shall be responsible for the existing Yealink handsets, only replacing these when the handsets are end of life and are replaced via the BAU process or an independent replacement project is initiated to replace these.
- 5.1.2 The Supplier shall follow and comply with the Transition Framework (see Call-Off Schedule 26 – Buyer Standards), as amended from time to time, ensuring each transition is executed in a safe, controlled manner, following a repeatable methodology to manage scope, risk, complexity, and change. The Transition Framework uses a gated transition approach which ensures that new, modified, or retired services meet the requirements of the Buyer, Transition Framework v5.1 is available to view in the data room.
- 5.1.3 The Supplier shall provide the relevant documentation, capabilities and resource identified within the Transition Framework.
- 5.1.4 To achieve each Milestone within Schedule 13 (Implementation Plan and Testing), the Supplier must have achieved sign off against the relevant Deliverable Item as set out in Annex 1 to Part A of Call-Off Schedule 13 (Implementation Plan and Testing), which is to include

Approval of the aligned Transition Gate as described within the "Transition Framework" Process.

- 5.1.5 The Supplier shall, on a weekly basis report to the Buyer with a project status report on the progress of the Transition and the Deliverable Items. This shall include as a minimum, the planned and forecast Milestone Dates, and the dates for completion of the Deliverable Items and such other information as the Buyer may request.
- 5.1.6 The Supplier shall attend the Transition Working Group. The Terms of Reference for which, is available in the "Transition Framework v5.1" document, provided in the data room.
- 5.1.7 The Supplier shall manage the Transition in accordance with the timescales set out in the Implementation Plan provided in Annex 1 to Part A of Call-Off Schedule 13 (Implementation Plan and Testing)
- 5.1.8 The Implementation Plan shall detail all activities, Deliverables and Milestones; including aspects related to technical, service, commercial, people, and testing, necessary to Achieve a successful delivery.
- 5.1.9 In accordance with Part B (Testing) of Call-Off Schedule 13 (Implementation Plan and Testing), the Supplier must undertake appropriate Testing to confirm that the hardware is functional, and the firmware is at installed to the agreed version.
- 5.1.10 The Supplier shall prepare and release for Buyer review and approval the following:
- Documentation confirming the completion of the relevant Transition activities, and that the Supplier has all the requisite credentials, knowledge and systems expertise to commence the scope of services.
 - implementation status
 - service management readiness
 - operational status of service management processes, tools, monitoring methods, events, and alerts, sufficient to deliver service management capability for the Operational Service Commencement Date.
 - evidence of test completion in accordance with the provisions of Part B of Call-Off Schedule 13 (Implementation Plan and Testing);
- 5.1.11 The Supplier shall evidence they have met the Test Success Criteria and are ready to operate the Services, prior to go live.
- 5.1.12 Where applicable, the Supplier must undertake staff transfer activities in accordance with Call-Off Schedule 2 (Staff Transfer) and demonstrate they have adhered to Transfer of Undertakings (Protection of Employment regulations (TUPE), including the provision of staff transfer completion reports.

6. Bulk Hardware Provision and Decommissioning

6.1. During the Voice Project's transition of the estate, the Supplier shall provide bulk volumes of the hardware as outlined in the Hardware Product Specification, and in line with the Technical Requirements in Section 3 above.

6.2. **OPTIONAL SERVICES.** During the Voice Project's transition of the estate, the Supplier shall, as an optional service and at the request of the Buyer, provide Bulk Legacy Decommissioning of existing phone handsets as part of the transition per site. Over 500 sites, volumes are approximately:

- 50k Openstage 40 IP phones
- 10k Analogue phones (BT Converse 2300 and ATL Berkshire 400) over 500 sites

7. Security Requirements

7.1. The Supplier shall ensure secure use, storage and processing of the Buyer's provided voice base images and ensure integrity checks of these are maintained throughout the processes used.

7.2. The Supplier shall ensure that secure courier is used to transport voice assets/devices so that asset integrity is not interfered with during transit to/from the Buyer's Sites.

7.3. The Supplier must ensure that its physical site location and/or SaaS cloud tenancy is sufficiently locked down and segregated from other customers (i.e. dedicated instance) to ensure that Device Management Portal (DMP) and the Buyer's Assets have sufficient security protection controls employed both logically and physically.

7.4. The Supplier shall ensure that the logical site repository for base image, certificate storage and updates/configuration files used during deployment process must have sufficient security integrity checks in place to ensure that tampering or potential compromised files are not deployed to live assets in the Buyer environments.

7.5. The Supplier shall ensure that the B2B portal access (both inbound and outbound) methods used is agreed with the Buyer based upon the technical solution design agreement. This also includes the access methods for Supplier access to the Buyer's Teams Admin Centre (TAC) in Azure and ServiceNow ITSM platform or other nominated systems in scope for service delivery.

7.6. The Supplier shall provide mechanisms in place to identify custodians throughout the transport of digital or non-digital media.

7.7. The Supplier shall ensure that no unauthorised third-party, including the Supplier itself, can access, intercept, or decrypt voice data, thereby maintaining user privacy.

ANNEX A HARDWARE PRODUCT SPECIFICATION

Redacted

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 26 (Buyer Standards)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Security Classification (Official)

Call-Off Schedule 26 (Buyer Standards)

This Schedule has been added by the Buyer to document the appropriate Buyer Standards the Supplier will need to follow in Delivery of the Deliverables

The Supplier must comply with the Standards stated in this Schedule and any later amendments and/or any subsequent replacements during the Contract Period.

1. Definitions

- 1.1 In this Schedule, the following definitions shall apply and they shall supplement Joint Schedule 1 (Definitions):

“Process”	means any of the Buyer’s policies, procedures and processes for managing the Deliverables as set out at Paragraph 15.1 of this Schedule and “Processes” shall be construed accordingly. For the avoidance of doubt, this definition shall apply only to this Call-Off Schedule 26 (Buyer Standards), and the definition of “Processing” / “Process” contained within Joint Schedule 1 (Definitions) shall otherwise apply to this Contract;
“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ; and
“Suggested Challenge”	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

2. Introduction

- 2.1. Throughout the Contract Period, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, and/or the Buyer’s receipt, of the Deliverables. Any Variations to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with Clause 24 (Changing the contract) and using Joint Schedule 2 (Variation Form).
- 2.2. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Buyer’s receipt, of the Deliverables is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 2.3. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written

agreement of the Buyer and shall be implemented within an agreed timescale.

3. Technology and Digital Services Practice

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

4. Open Data Standards & Standards Hub

- 4.1. The Supplier shall comply, to the extent within its control, with UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the ICT Environment.
- 4.2. Without prejudice to the generality of Paragraph 2.2, the Supplier shall, when implementing or updating a technical component or part of the Deliverables where there is a requirement under this Contract or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Contract, an illustration of such requirement or opportunity within the ICT Environment, and the suggested open standard.
- 4.3. The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.

5. Technology Architecture Standards

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

6. Accessible Digital Standards

- 6.1. The Supplier shall comply with (or with equivalents to) the following Standards:
- 6.1.1. the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; (refer also to [WCAG 2.2 guidelines](#));
- 6.1.2. ISO/IEC 13066-1:2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and

recommendations for interoperability; and

- 6.1.3.** ISO/IEC 30071-1:2019 Information technology - Development of user interface accessibility.

7. Service Management Standards

- 7.1. The Supplier shall comply with Good Industry Practice and HM Government Standards and best practice guidelines in the Delivery of the Deliverables including but not limited to the following Standards:

- 7.1.1. ITIL v3, as a minimum;
- 7.1.2. ISO/IEC 20000-1:2018 "Information technology – Service management – Part 1";
- 7.1.3. ISO/IEC 20000-2:2019 "Information technology — Service management – Part 2";
- 7.1.4. ISO 10007:2017 "Quality management – Guidelines for configuration management"; and
- 7.1.5. ISO 22313:2020 "Security and resilience- Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2025, ISO 22301:2019.

- 7.2. For the purposes of management of the Deliverables and delivery performance, the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.

8. Sustainability

- 8.1. The Supplier shall comply with the sustainability requirements set out in Joint Schedule 5 (Corporate Social Responsibility) and in the Annex 1 to this Schedule.

9. Infrastructure Safety Standards

- 9.1. The Supplier shall comply with those BS or other Standards relevant to the provision of the Deliverables, related to the safety of information technology equipment, including electrical business equipment, and the specific Standards listed below:

- 9.1.1. any new hardware required for the Delivery of the Deliverables (including printers), shall conform to BS EN IEC 62368-1:2024+A11:2024 or any subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- 9.1.2. any new audio, video and similar electronic apparatus required for the Delivery of the Deliverables, shall conform to the following safety Standard: BS EN IEC 62368-1:200+A11:2020 or any subsequent

- replacements;
- 9.1.3. any new laser printers or scanners required for the Delivery of the Deliverables, shall conform to the following safety Standard: BS EN 60825-1:2014 or any subsequent replacement; and
- 9.1.4. any new apparatus for connection to any telecommunication network, and required for the Delivery of the Deliverables, shall conform to the following safety Standard: BS EN 62949:2017 or any subsequent replacements.
- 9.2. Where required to do so as part of the Deliverables, the Supplier shall be responsible for performing electrical safety checks in relation to all Supplier Equipment supplied under this Contract, in accordance with the relevant health and safety regulations and Clause 29 (Health and safety). This applies to how the checks are performed, by whom, and how frequently they should occur.
- 9.3. Where required to do so as part of the Deliverables, the Supplier shall ensure that all equipment supplied under this Contract shall comply with the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, and any later amendments and/or any subsequent replacements.
- 9.4. Where required to do so as part of the Deliverables, the Supplier shall comply with the MoJ ICT Physical Infrastructure Standards v4.2, and any later amendments and/or any subsequent replacements as provided to the Supplier by the Buyer.

10. Health and Safety Standards

- 10.1. Where required to do so as part of the Deliverables, the Supplier shall comply with the MoJ Corporate Health and Safety Policy while at the Buyer's Premises, and any later amendments and/or any subsequent replacements as provided to the Supplier by the Buyer.
- 10.2. Where required to do so as part of the Deliverables, the Supplier shall comply with ISO 45001 Standard or any subsequent replacement.

11. Security Standards

- 11.1. The Supplier shall have an active Cyber Essentials Plus certificate for the duration of the Contract.
- 11.2. In implementing and delivering the Deliverables, the Supplier shall comply with and follow the Standards listed below:
- 11.2.1. ISO/IEC 27001 – Information security, cybersecurity and privacy protection
- 11.2.2. ISO/IEC 27002-2022 – *Information security, cybersecurity and privacy protection — Information security controls*
- 11.2.3. ISO/IEC 27011 – Information security management guidelines for telecommunications organizations based on ISO/IEC 27002
- 11.2.4. ISO/IEC 27033 – Parts 1 to 4 Network security
- 11.2.5. NCSC guidance as documented at:

<https://www.ncsc.gov.uk/section/advice-guidance/all-topics>

11.2.6. NCSC Cyber Assessment Framework as documented at:
<https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework>

11.2.7. HMG Functional Standard GovS 007 as documented at:
<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>

11.2.8. HMG GovAssure and GovAssure - UK Government Security

11.2.9. MOJ Cyber and Technical Security Guidance as documented at:
<https://security-guidance.service.justice.gov.uk>

11.2.10. The secure disposal of assets - <https://security-guidance.service.justice.gov.uk/secure-disposal-of-it-physical-and-on-premise/#secure-disposal-of-it-physical-and-on-premise>

12. Other Standards

Where required to do so as part of the Deliverables, the Supplier shall comply with and follow the Standards listed in the table below, and any later amendments and/or any subsequent replacements as notified to the Supplier by the Buyer:

	Standard
12.1.	Cloud guide for the public sector as documented at: https://www.gov.uk/government/publications/cloud-guide-for-the-public-sector/cloud-guide-for-the-public-sector
12.2.	MoJ Project Delivery Standards, supplemented where appropriate by the tools and methods of the Supplier's own project management methodologies
12.3.	Where applicable for the Delivery of the Deliverables, the HMPPS Prison Service Orders (PSO), Prison service instructions (PSI) and Prison and Probation Policy Frameworks which are available at: - Prison and Probation Policy Frameworks - GOV.UK https://www.gov.uk/government/collections/prison-probation-policy-frameworks - Prison service instructions (PSIs) - GOV.UK https://www.gov.uk/guidance/prison-service-instructions-psis - Prison service orders (PSOs) - GOV.UK https://www.gov.uk/guidance/prison-service-orders-psos
12.4.	Where applicable for the Delivery of the Deliverables, the relevant criminal justice system (CJS) Standards which are available at criminal justice system: data standards forum guidance. https://www.gov.uk/guidance/criminal-justice-system-data-standards-forum-guidance

12.5.	The Supplier shall comply with the ISO 8000 Data quality Standard or, where agreed with the Buyer, a similar or equivalent Standard.
12.6.	The Supplier shall comply with the ISO 22745 Exchange of data quality Standard or, where agreed with the Buyer, a similar or equivalent Standard.
12.7.	Not Used
12.8.	The Supplier shall comply with the Buyer and HM Governments objectives to reduce waste and meet the aims of the Greening government: ICT and digital services strategy contained in the document "Greening government: ICT and digital services strategy 2020-2025". The latest official version can be found at: Greening government: ICT and digital services strategy 2020-2025 - GOV.UK (www.gov.uk)
12.9.	The Supplier shall ensure that the Deliverables will take account of best practice from The National Archive for email archiving. The latest version can be found at: Managing emails - The National Archives
12.10.	The Supplier shall comply with the Justice Digital Strategy 2025 (which can be found at: Ministry of Justice Digital Strategy 2025 - GOV.UK) and UN Sustainable Development Goals adopted by the UK Government, as updated from time to time.
12.11.	The Supplier shall comply with HM Government Standards for Quality management, e.g. ISO 9001
12.12.	The Supplier shall comply with the relevant Test Strategy.
12.13.	The Supplier shall ensure that all Deliverables and, where required by the Buyer, all Deliverables provided in any Call-Off Optional Extension Period comply with the Welsh Language Act 1993 and the Welsh Language (Wales) Measure 2011.
12.14.	The Supplier shall meet the Government Buying Standards applicable to Deliverables with can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
12.15.	The supplier shall comply with ISO44001 - Collaborative Relationships.

13. Systems Development and Integration Standards

- 13.1. Where applicable for the Delivery of the Deliverables, and especially in the area of data interchange with other organisations involved in the delivery of criminal justice services, the Supplier shall comply with CJS Standards and principles (which can be found at: [Criminal justice system: data standards forum guidance - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/criminal-justice-system-data-standards-forum-guidance)). The Supplier shall also comply with the Service Standard as set out at <https://www.gov.uk/service-manual/digital-by-default>.

14. Supplier Accessibility Responsibilities

- 14.1. Where required by the Buyer, Suppliers shall provide suitable hardware and Software to meet the diverse user needs. This may include individuals with a visual, auditory, physical, speech, cognitive, language, learning, behavioural or neurological impairment, as well as the needs of users for whom English is not their first language.
- 14.2. Suppliers shall assist the Buyer in fulfilling their legal obligations with regards to accessibility, by offering help and guidance on how the Deliverables can either support or be tailored to the Buyer's needs.
- 14.3. Where required by the Buyer, the Supplier shall provide an accessibility statement for Deliverables provided under this Contract.
- 14.4. The Supplier shall where relevant maintain an accessibility policy, and identify (and where requested provide the details to the Buyer) a role or department within their organisations with responsibility for the policy.

15. Processes

- 15.1. The Supplier shall comply with and follow the Processes listed in the table below, and as amended by the Buyer from time to time:

No.	Process
1.	Capacity Management
2.	Change and Evaluation Management
3.	Continual Service Improvement
4.	Demand Management
5.	Event Management
6.	Incident Management
7.	Knowledge Management
8.	Licence Management and Compliance
9.	Problem Management
10.	Release and Deployment Management
11.	Request Fulfilment
12.	Service Asset and Configuration Management
13.	Product and Service Catalogue Management
14.	Service Level Management
15.	Service Portfolio Management
16.	Transition Planning and Support
17.	Availability Management
18.	IT Service Continuity Management
19.	Risk Management
20.	Supplier Management
21.	Service Desk
22.	Technical Management

23.	Project Initiation
24.	Major Incident Management
25.	Transition Framework

- 15.2. Subject to Paragraph 15.3, if the Supplier believes that the introduction of and compliance with a new or revised Process will have a material and unavoidable effect on Costs, the Milestones, the Implementation Plan or Call-Off Schedule 20 (Specification), it may submit a request to the Buyer for a Variation. In doing so, the Supplier must support its request by providing evidence of the cause of any increased Costs and/or must provide evidence to justify the extent of any proposed Variation to the Milestones, the Implementation Plan or Call-Off Schedule 20 (Specification), as well as the steps that it has taken to mitigate those Costs or the extent of any proposed Variations. Any Variation to the Charges, the Milestones, the Implementation Plan or Call-Off Schedule 20 (Specification) shall then be agreed in accordance with the Variation Procedure, but for the avoidance of doubt the Supplier shall not be entitled to increase its Charges to the extent that the Variation in question would also be required under any other provision of this Contract and any increase in Charges shall also take account of any savings or non-incurrence of Costs as a result of the Variation.
- 15.3. If the introduction of a new Process results from a Change in Law, any effect on Costs arising out of the compliance with the new Process shall be borne by the Parties in accordance with the provisions of Clauses 24.5 and 24.6 inclusive (Changing the contract).

Annex 1 – Sustainability

1. Definitions

1.1. In this Annex 1, the following definitions shall apply:

“Permitted Item” means those items which are permissible under this Contract to the extent set out in Table B of this Annex 1;

“Prohibited Items” means those items which are not permissible under this Contract as set out at Table A of this Annex 1;

“Waste Hierarchy” means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- a) Prevention;
- b) Preparing for re-use;
- c) Recycling;
- d) Other recovery; and
- e) Disposal.

2. Environmental Requirements

2.1. The Supplier shall not provide to the Buyer Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.

2.2. The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Deliverables under this Contract unless:

2.2.1. It is a Permitted Item; or

2.2.2. the use is primarily related to the management of the Supplier’s own facilities or internal operations as opposed to the provision of Deliverables.

2.3. The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.

2.4. The Supplier shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.

2.5. In delivering the Deliverables, the Supplier must comply with the Buyer’s sustainability requirements under this Contract and to be provided to the Supplier by the Buyer.

- 2.6. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer:
- 2.6.1. demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
 - 2.6.2. minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 2.6.3. demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 2.6.4. enhance the natural environment and connecting communities with the environment; and
 - 2.6.5. achieve continuous improvement in environmental (and social) performance in accordance with Call-Off Schedule 3 (Continuous Improvement).
- 2.7. The Supplier shall inform the Buyer within one (1) Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

Environment Sustainability

- 2.8. The Supplier shall contribute towards the public sector's goal of improving the sustainability of ICT purchases and their operation via the Deliverables supplied under this Contract, such as recycling as much material from decommissioned racks as reasonably possible.
- 2.9. The Supplier shall, where required, support the Buyer in developing their Environmental Policies, by providing advice on the best use of Deliverables supplied and where appropriate by proposing innovative Deliverables.
- 2.10. The Supplier is required to consider the impacts of their business processes on the environment and take measures to reduce such impact including by supporting where possible the Government's Environmental Policy and Sustainable Development Plan: <https://www.gov.uk/government/sustainable-development>.

Energy Efficiency

- 2.11. The Supplier must consider the energy efficiency of all Deliverables offered to the Buyer and provide appropriate solutions and advice in accordance with:
- 2.11.1. DEFRA: [Sustainability in information and communication technology \(ICT\): a Defra guide](#);

Carbon Footprint Measurement

- 2.12. The Suppliers shall provide Information on all relevant products and Deliverables to assist the Buyer in the task of calculating their total carbon footprint.
- 2.13. Suppliers must offer itemised carbon footprint figures for all Deliverables.
- 2.14. External links for guidance:
- 2.14.1. DEFRA: <https://uk-air.defra.gov.uk/>
- 2.14.2. PAS250: <http://shop.bsigroup.com/en/forms/PASs/PAS-2050>
- 2.14.3. iSERVcmb: www.iSERVcmb.info

Waste Management

- 2.15. In addition to the requirements in Paragraph 2.3 of this Annex 1, the Supplier shall ensure that they have adequate waste management solutions for the Deliverables.
- 2.16. The Supplier shall where requested provide the Buyer with a waste management strategy for the Deliverables including refresh, refurbishment or reuse of Supplier Equipment and environmental recovery, recycling or disposal options.
- 2.17. External links for guidance:
- 2.17.1. WEEE Regulations: [Regulations: Waste Electrical and Electronic Equipment \(WEEE\) - GOV.UK](#) and [The Waste Electrical and Electronic Equipment Regulations 2013](#)
- 2.17.2. RoHS Regulations: [Regulations: restriction of hazardous substances \(RoHS\) - GOV.UK](#)

3. Reporting Requirements

- 3.1.1. The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with Paragraph 2 of this Annex 1 within thirty (30) days of such request, provided that such requests are limited to two per Contract Year.
- 3.2. :

Table A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	Note: the prohibition on using these catering items is only intended to apply to Deliverables delivered directly to the Buyer. Catering a) Single use sachets e.g. coffee pods, sauce sachets, milk sachets
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	b) Take away cutlery c) Take away boxes and plates d) Cups made wholly or partially of plastic e) Straws f) Stirrers g) Water bottles
	Facilities a) Single use containers e.g. hand soap, cleaning products b) Wipes containing plastic
	Office Supplies a) Plastic envelopes b) Plastic wrapping for brochures c) Paper or card which is bleached with chlorine
	Packaging a) Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. b) Single use carrier bags
Buyer specific prohibitions	As per above Prohibited Items
Project specific prohibitions	As may be specified by the Buyer from time to time.

Table B – Permitted Items

Buyer Permitted Items	None identified as at the Effective Date
Project specific Permitted Items	As may be specified by the Buyer from time to time.

Further Competition: TePAS 2, Lot 1
Call-Off Schedule 27 (Buyer Responsibilities)
Call-Off Ref: prj_10771
Crown Copyright 2018
Draft Contract for provision of Voice Hardware

Security Classification (Official)

Call-Off Schedule 27 (Buyer Responsibilities)

1. INTRODUCTION

- 1.1. The responsibilities of the Buyer set out in this Schedule shall constitute the Buyer Responsibilities under this Call-Off Contract. Any obligations of the Buyer in Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 20 (Call-Off Specification) shall not be Buyer Responsibilities and the Buyer shall have no obligation to perform any such obligations unless they are specifically stated to be "Buyer Responsibilities" and cross referenced in the table in Paragraph 3.
- 1.2. The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. GENERAL OBLIGATIONS

- 2.1. The Buyer shall:
 - 2.1.1. perform those obligations of the Buyer which are set out in this Call-Off Contract (except Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 20 (Call-Off Specification));
 - 2.1.2. use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Call-Off Contract Period and the Termination Assistance Period;
 - 2.1.3. provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Call-Off Contract as defined in the Implementation Plan;
 - 2.1.4. use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests to perform its obligations under the terms of this Call-Off Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; and
 - 2.1.5. procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Call-Off Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).

3. SPECIFIC OBLIGATIONS

3.1. The Buyer shall, in relation to this Call-Off Contract perform the Buyer's responsibilities identified as such in this Call-Off Contract the details of which are set out below:

ID	Relevant Document	Buyer Responsibility
BR-001	Call-Off Schedule 13 – Implementation Plan and Testing	The Buyer shall support the Supplier in the planning, design, implementation, execution and reporting of Non-Documentary Deliverable Testing in accordance with Call-Off Schedule 13 – Implementation Plan and Testing within a reasonable timescale of receiving the Supplier's request.
BR-002	Call-Off Schedule 20 (Call-Off Specification) Service Management Requirements	The Buyer shall provide and maintain the ITSM Toolset as is reasonably required to: • allow the Supplier to establish connection for the exchange of near real-time data and/or to access and utilise it; and • ensure availability of and access to the ITSM Toolset and the supporting configurations and data sets to all authorised users. This does not include the maintenance of any integration to a Supplier owned ITSM Toolset.
BR-003	Call-Off Schedule 20 (Call-Off Specification) Service Management Requirements	The Buyer shall provide a single point of contact for End Users (the “Buyer's Service Desk”) which shall be responsible for dealing with End Users where they relate to Incidents, compliments, complaints or escalations, and shall: • Liaise with appropriately trained and skilled expert resource from the Supplier as required to handle the contact's query; • Handle contacts to the extent provided for in the relevant information received from the Supplier; • Manage progress of Incidents through the Incident lifecycle utilising the Supplier updates recorded in the ITSM Toolset, and update the End User on progress;

		• Update End Users in a timely and accurate manner with any updates recorded in the ITSM Toolset; and • Ensure that the Buyer's Service Desk is operating as per the tested and approved Service design in line with the Implementation Plan, and the Standards as outlined in Statement of Requirements.
BR-004	Call-Off Schedule 20 (Call-Off Specification) Transition Requirements	The Buyer shall be responsible for supporting the impacting of the Buyer Premises migration strategy and plans, to help provide a better understanding of the Buyer Premises criticality and the sequence in which Buyer Premises will be transitioned and transformed.
BR-005	General	The Buyer shall provide access to any necessary Buyer applications, licences and hardware required for the Supplier to comply with its obligations under this Call-Off Contract. Including the Buyer's end user computing devices (e.g. laptops) as appropriate, unless otherwise agreed in writing by the Buyer.
BR-006	General	The Buyer shall own the contractual relationship with any Other Suppliers.

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

“Broadly Comparable”

- a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
- b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;

“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

"Employee Liability"

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:

- c) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- d) unfair, wrongful or constructive dismissal compensation;
- e) 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;
- f) compensation for less favourable treatment of part-time workers or fixed term employees;
- g) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- h) employment claims whether in tort, contract or statute or otherwise;
- i) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying services to the Buyer or a Service Recipient before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"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
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"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 any amendments to that document immediately prior to the Relevant Transfer Date
"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 10.5 (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;
"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 Legislation), 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;

"Statutory Schemes"

means the CSPA, NHSSPA or LGPS;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List" a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer and any Service Recipient, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 1.5, 1.7 and 1.9 of Part C and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "**Third Party Provisions**") confer benefits on third parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

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

PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

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

of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

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

is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

PART E: STAFF TRANSFER ON EXIT

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is twelve (12) Months before the end of the Contract Period; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any six (6) Month period),
- it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier

Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

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

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

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme; and
- 1.6.4 a description of the nature of the work undertaken by each employee

by location.

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

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

2. Staff Transfer when the contract ends

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

including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

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

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

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

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

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

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

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

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

- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within five (5) Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within fifteen (15) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

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

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

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

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

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

2.11.1 the Supplier and/or any Subcontractor; and

2.11.2 the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out

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

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

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

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

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

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

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

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