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

### PART A: Further Competition Order Form Template

CALL-OFF REFERENCE:	K280022084
THE BUYER:	Driver and Vehicle Standards Agency
BUYER ADDRESS	The Ellipse, Padley Road Swansea SA18AN
SUPPLIER REFERENCE	MVD2/0409231
THE SUPPLIER:	Virgin Media Business Limited
SUPPLIER ADDRESS:	500 Brook Drive, Reading, United Kingdom, RG2 6UU
REGISTRATION NUMBER:	01785381
DUNS NUMBER:	28-982-4328
SID4GOV ID:	N/A

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19<sup>th</sup> September 2023.

It's issued under the Framework Contract with the reference number RM6261 for the provision of Mobile Voice and Data Services.

CALL-OFF LOT(S):  
Lot 2

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## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6261
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6261
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6261
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 14 (Service Levels)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6261
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:

1. Special Term 1 – Mobile Terms as set out in Annex A to this Order Form
2. Special Term 2 – Mobile Equipment Terms as set out in Annex B to this Order Form
3. Special Term 3 – Telecoms Expense Management Service as set out in Annex C to this Order Form

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CALL-OFF START DATE: 22<sup>nd</sup> September 2023

CALL-OFF EXPIRY DATE: 21<sup>st</sup> September 2025

CALL-OFF INITIAL PERIOD: 2 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 2 periods of up to 12 months each

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION  
30 days

#### CALL-OFF DELIVERABLES

- Scale-able 5 TB Monthly data bundle with Penalty free data bundle changes (increase/decrease)
- UK and international airtime including roaming, calls, short message services (SMS) and data
- High level Management Information reporting including audit and health check services and audits of current spend and usage levels.
- 5g enabled connections
- Voice/SMS only tariff
- Data only tariff
- Voice and Data Tariff
- Admin Self Service Portal
- Itemised Usage Billing
- 30 Day rolling Connection period

In addition, the contract will include:

- Esim capabilities
- Provision of free of charge 'blank unconnected' sim cards during contract duration
- Comprehensive Management Information reporting including audit and health check services including audits of current spend and usage levels, analysis of existing requirements and physical audit and contact services.

#### 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 £54,744 Estimated Charges in the first 12 months of the Contract.

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### CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices and Catalogue).

The Charges will not be impacted by any change to the Framework Prices.

Total contract value for initial contract period of 2 years = £109,548.00

The maximum value for this agreement is £276,000.00. Any value above the initial contract value (£109,548.00) requires iterative spend approval and is at the discretion of DVSA.

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

BACs via PO

### BUYER'S INVOICE ADDRESS:

Accounts Payable,  
Shared Services Arvato,  
5 Sandringham Park,  
Swansea Vale,  
Swansea,  
SA7 0EA

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

### BUYER'S ENVIRONMENTAL POLICY

N/A

### SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies

### BUYER'S SECURITY POLICY

Not Applicable

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Framework Ref: RM6261

Project Version: v1.0

Model Version: v3.1

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[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Telefonica UK Limited  
260 Bath Road, Slough, Berkshire, SL1 4DX

Registration number: 1743099

COMMERCIALLY SENSITIVE INFORMATION

The following is the Supplier's Commercially Sensitive Information: Call-Off Order Form including Call-Off Schedule 4 (Call-Off Tender), Call-Off Schedule 5 (Pricing Details), Supplier's Business Continuity and Disaster Recovery Plan and all Supplier's policies.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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)

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### **STAFF TRANSFER**

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit) will apply to every Contract.

### **BUSINESS CONTINUITY AND DISASTER RECOVERY**

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

Part A, the Supplier's BCDR Plan at Annex 1 will apply

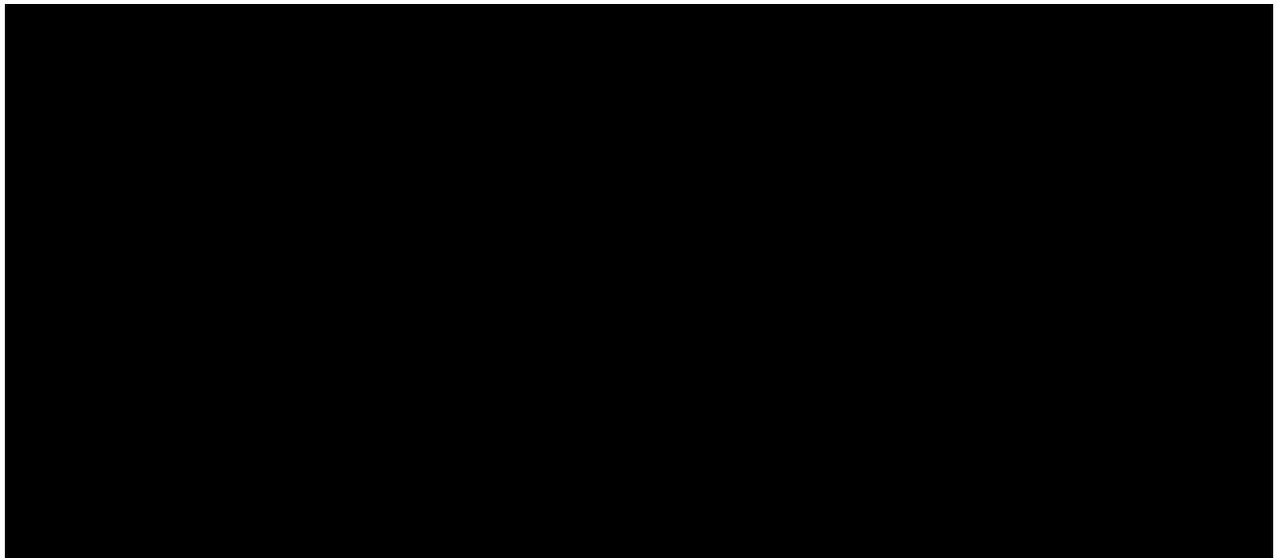
### **SECURITY REQUIREMENTS**

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) applies.

### **SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B Annex B to Part A: Service Levels for Lot 2

The Service Period is a recurrent period of 1 month during the Call-Off Contract Period



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## ANNEX A - MOBILE TERMS

The following additional terms and conditions apply to the provision of the Mobile Services.

### 1 DEFINITIONS AND INTERPRETATION

1.1 In these Mobile Services Terms, in addition to those terms set out in the Call-Off Contract, the following terms and expressions apply:

Term / Expression	Meaning
"Airtime"	means mobile airtime and Network capacity;
"AIT"	means artificially inflated traffic which occurs when the flow of calls to any particular revenue share service is, as a result of any activity by or on or behalf of the entity operating that revenue share service, disproportionate to the flow of calls which would be expected from good faith usage of the Network;
"Data Connection"	means any connection and/or communication between Devices by which data is either transmitted and/or received;
"Device"	means any Equipment or other mobile device, capable of incorporating a SIM Card;
"eSIM"	means a virtual digitally embedded subscriber identity module provided by the Supplier;
"Europe Zone"	means the countries listed as being included in the Europe Zone on the O2 Website as updated by the Supplier from time to time;
"Equipment"	means equipment purchased by the Buyer from the Supplier under the Call-Off Contract which may be used in the provision of the Services, as detailed in the Service Offer and/or Order Form or other document agreed between the parties from time to time;
"Gateway"	means any equipment containing one or more SIM Cards for one or more mobile networks, which enables the routing of calls and/or SMS and/or any other form of communication from fixed apparatus to mobile equipment by establishing a mobile to mobile call, SMS Text message or Data Connection;
"Minimum Holding Period"	means, in relation to a particular Service, the number of months from the Service Commencement Date within which the Buyer is required to connect the Minimum Holding(s) as specified in the Service Offer Service Description, unless specified otherwise in the Buyer's Order Form;
"Minimum Period"	means the minimum number of months a particular Service or instance of a Service must be in operation for which, unless specified otherwise in this Service Offer or the Buyer's Order Form, shall be a minimum of 30 days from the Service Commencement Date;
"Mobile Equipment"	has the meaning set out in the Mobile Equipment Terms;
"Mobile Data Services"	means the Mobile Services under which the Supplier supplies the Buyer with Airtime enabling the Buyer to transfer data on the Network;
"Mobile Services"	means those Services identified as a "Mobile Service" in these Mobile Services Terms and the relevant Service Schedules;
"Mobile Services Terms"	means this document entitled "Mobile Services Terms";
"Network"	means the Supplier Network and the network of any Third Party used by the Supplier to supply the Services, as applicable;
"New Connection"	means a new SIM Card which connects to the Network under the Call-Off Contract which was not immediately prior to the Call-Off Contract connected to the Network except where the SIM Cards were formerly provided to the Buyer by a Reseller;
"O2 Website"	means <a href="http://www.o2.co.uk">www.o2.co.uk</a> ;
"Rental Charge(s)"	means the monthly non-usage dependent part of the Charges for the Services, as specified in this Service Offer or otherwise agreed by the parties in writing from time to time;
"Reseller"	means any Third Party acting as an agent or distributor on behalf of the Supplier;
"Re-Sign Connection"	means the transfer of a SIM Card which was, immediately prior to the Call-Off Contract, connected under an agreement between the Supplier (directly, and not via a third party);

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Term / Expression	Meaning
"Service Commencement Date"	in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Buyer, or as otherwise explicitly set out in the Service Offer Service Description or the Buyer's Order Form;
"Service Schedule"	means any document entitled "Service Schedule" containing additional terms relating to a particular Service which schedule shall form part of the Call-Off Contract;
"SIM Card"	means a subscriber identity module supplied by the Supplier to the Buyer either as a physical card, an eSIM, or a combination of the two as required;
"SMS" and / or "MMS"	means the short message service and multimedia message service which allows text messages and/or pictures to be sent and received from Mobile Equipment;
"Value Added Mobile Services"	means the value added services in relation to Mobile Services, such as installation, insurance, repair, information lines etc. as may be made generally available from time to time by the Supplier to business customers, the details of which appear on the O2 Website; and
"Voice Services"	means the Mobile Services under which the Supplier supplies the Buyer with Airtime enabling the Buyer to make and receive mobile voice calls and SMS texts on the Network.

## 2 MOBILE SERVICE STANDARDS

- 2.1 The Buyer acknowledges that provision of the Mobile Services is subject to the geographic extent of Network coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference and/or the number of users trying to access the Mobile Services in any particular location all of which may, from time to time, adversely affect the provision of the Mobile Services in terms of availability, line clarity and call interference.

## 3 SIMS CARDS AND NUMBERS

- 3.1 Where the Buyer is not already a Supplier customer, the Supplier will supply to the Buyer such number of SIM Cards as is necessary for the Buyer to receive the Mobile Services to be provided under the relevant Call-Off Contract.
- 3.2 The Supplier shall:
- a) provide to the Buyer such mobile numbers as are necessary for the Buyer to receive the Mobile Services; or
  - b) port mobile numbers from another mobile network in accordance with standard porting procedures between mobile networks in the United Kingdom.
- 3.3 Nothing in the Call-Off Contract shall be construed as to grant the Buyer any right in relation to the mobile numbers other than to receive the Mobile Services as described in the Call-Off Contract.

## 4 CHARGES, INVOICING AND PAYMENT

- 4.1 Unless otherwise stated in the Supplier's Service Offer and/or the Buyer's Order Form the following apply to UK domestic calls:
- a) call prices are quoted by the minute;
  - b) the duration of each call shall be measured in whole seconds, any part second will be rounded up to the next whole second;
  - c) each call shall be charged excluding VAT, based on the duration, the ex VAT cost of each call is then calculated and the result rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on the Buyer's invoice;

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- d) peak rate call Charges apply from 07:00 to 19:00, Monday to Friday; weekend rate call Charges apply from midnight on Friday to midnight on Sunday and off peak rate call Charges apply at all times when peak rate or weekend rate call Charges do not apply; and
  - e) all calls are subject to a minimum Charge.
- 4.2 Full details of international and roaming call Charges (including rounding policies) are available on the O2 Website.
- 4.3 The Buyer acknowledges that roaming calls may take longer to be billed than other types of calls.
- 4.4 The Supplier may monitor the Buyer's usage of the Mobile Services for the purpose of controlling the Supplier's credit risk and the Buyer's exposure to fraudulent usage.
- 4.5 The Buyer will be liable for any Charges incurred as a result of unauthorised use of the Mobile Services (including any SIM Card) until the Supplier has received a request from the Buyer to suspend the provision of such Mobile Services.
- 4.6 For the avoidance of doubt, where the Buyer exercises its right to terminate the Call-Off Contract under Clause 10.3 (Ending the contract without a reason) within the Call-Off Contract Period then the Buyer shall not be entitled to a refund of any Call-Off Contract Charges paid in advance by the Buyer to the Supplier under this Call-Off Contract.
- 4.7 The Buyer agrees that the Termination Fees stated herein are a reasonable pre-estimate of the Losses suffered by the Supplier in the event that:
- a) the Buyer terminates (in whole or in part) the Call-Off Contract under Clauses 10.3 (Ending the contract without a reason); or
  - b) the Supplier terminates the Call-Off Contract pursuant to Clause 10.6 (When the supplier can end the contract).
  - c) The Termination Fee will be invoiced by the Supplier and paid by the Buyer as if it were a Charge under the Call-Off Contract, and the terms relating to payment of Charges apply mutatis mutandis to the payment of the Termination Fee.

## **5 DISCONNECTION OF SIM CARDS**

- 5.1 The Buyer may serve on the Supplier a disconnection notice in respect of a SIM Card at any time.
- 5.2 The Supplier will, within thirty (30) days from receipt of a disconnection notice, disconnect the relevant SIM Card(s) from the Mobile Services.
- 5.3 In the event that the Buyer gives a disconnection notice resulting in disconnection of a SIM Card prior to the expiry of its Minimum Period (as set out in this Service Offer and/or the Buyer's Order Form), the Buyer will pay to the Supplier any applicable Termination Fee.

## **6 OBLIGATIONS OF THE BUYER**

- 6.1 The Buyer shall notify the Supplier immediately (and confirm in writing) on becoming aware that any SIM Card has been lost or stolen or that any person is making improper or illegal use of a SIM Card and shall remain liable for any Charges incurred in respect of and any information contained within that SIM card until the Supplier has received a request from the Buyer to suspend the provision of the Mobile Services to that SIM Card.
- 6.2 The Buyer shall, and shall take all reasonable steps to ensure that Users (or anyone having access to the Services) will not:
- a) use the Mobile Services in any way which may generate AIT;

Framework Ref: RM6261

Project Version: v1.0

Model Version: v3.1

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- b) without the prior written consent of the Supplier which may be withheld at the Supplier's absolute discretion, establish, install or use a Gateway so that telecommunication services are provided via the Gateway;
  - c) use SMS or MMS for the purpose of marketing or advertising anything to users of mobile services without the consent of those users.
- 6.3 The Buyer agrees that in respect of SMS and MMS, the Supplier is acting as a network operator and as such has no knowledge of, involvement with, or liability for the specific content of any text or multimedia messages sent to the Buyer's SIM Cards, which do not originate from the Supplier.
- 6.4 The Buyer shall not be permitted to transfer a SIM Card from the tariff which that SIM Card was originally connected to under the Call-Off Contract to another tariff except where Supplier at the Supplier's absolute discretion agrees to do so and confirms such a change in writing to the Buyer.
- 6.5 The Supplier can at its discretion suspend any SIM Card from making calls (other than to emergency services) and disconnect any SIM Card from the Mobile Services if the Supplier has reasonable cause to suspect fraudulent use of the SIM Card or relevant Mobile Equipment, or either are identified as being stolen. The Buyer shall remain liable for all Charges levied in accordance with the Call-Off Contract during any period of suspension.
- 6.6 The Buyer shall and shall procure that Users (or anyone having access to the Services), shall:
- a) comply with any reasonable instructions from the Supplier and with any health and safety, security, use of Network and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services, and/or Equipment;
  - b) not use the Services and/or Equipment in a manner which damages the reputation of the Supplier or the Supplier's suppliers, is inconsistent with a reasonable buyer's good faith use of the Services and/or Equipment (including spamming and the sending of unsolicited advertising or promotional material), and/or adversely affects the provision of the Services and/or Equipment to other buyers or customers of the Supplier;
  - c) not use the Services and/or Equipment fraudulently, or in connection with a criminal offence;
  - d) not use the Services and/or Equipment in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
  - e) hold and will continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative order to receive and use the Services and/or Equipment;
  - f) notify the Supplier of any methods of doing business which may affect the Buyer's use of the Services and/or Equipment or the Buyer's ability to comply with the terms of the Call-Off Contract; and
  - g) comply with all applicable laws and regulatory provisions.
- 6.7 Subject to clause 11 of these Mobile Terms, the Buyer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.
- 6.8 The Buyer shall provide the Supplier with any and all information and/or assistance that the Supplier may require in order to perform the Services. The Buyer shall ensure the information is complete and accurate. The Supplier shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Buyer's failure to provide the Supplier with the required information and/or assistance. The Buyer shall reimburse the Supplier for any administrative charges that it incurs as a result of information that it receives in accordance with this clause 6.8 that is incomplete or inaccurate.

Framework Ref: RM6261

Project Version: v1.0

Model Version: v3.1

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- 6.9 The Buyer shall notify the Supplier immediately (and confirm in writing) on becoming aware that any person is making improper or illegal use of the Services.
- 6.10 The Buyer agrees and acknowledges that the Supplier and/or a supplier of the Supplier may monitor and record calls or other communications including in relation to the Supplier's customer services.
- 6.11 The Buyer acknowledges that some of the Services enable access to the Internet and that use of the Internet is solely at the Buyer's risk and subject to all applicable laws. The Supplier has no responsibility for any information, software, services, goods or other materials obtained by the Buyer using the Internet.
- 6.12 The Buyer warrants to the Supplier that it will take all reasonable steps (including testing with up-to-date commercially available virus detection software) to ensure that any software used with or in connection with the Services that is not provided by the Supplier under the Call-Off Contract is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programs.

## 7 VALUE ADDED SERVICES

- 7.1 The Buyer may order Value Added Mobile Services and the Supplier may accept or decline such Orders. The provision of such Value Added Mobile Services may be subject to additional terms and conditions as notified to the Buyer from time to time.
- 7.2 The Supplier reserves the right to add to, substitute, or to discontinue any Value Added Mobile Service at any time. The Supplier does not guarantee the continuing availability of any particular Value Added Mobile Service.

## 8 BUYER EQUIPMENT

- 8.1 Certain elements of the Mobile Services are dependent on the Buyer having suitable buyer equipment available and in the event that the Buyer is unable to provide such buyer equipment, then:
  - a) some of the Mobile Services may not function correctly (the "**Affected Services**");
  - b) The Supplier may choose not to provide the Buyer with the Affected Services; and
  - c) The Supplier shall have no liability for the Buyer's inability to receive those Affected Services.
- 8.2 Any Buyer equipment must be:
  - a) technically compatible with the Network and the relevant Mobile Service and shall not harm the Network or equipment belonging to another customer;
  - b) connected to the Network strictly in accordance with the instructions of the Supplier; and
  - c) used by the Buyer in compliance with any relevant instructions, standards and laws.

## 9 SUSPENSION

### Planned Outages

- 9.1 The Supplier may, from time to time, upon reasonable notice where practicable, suspend the Services during any modification or maintenance of the Network and, unless specifically agreed with the Buyer, shall have no liability in relation to such suspension.

### Unplanned Outages

- 9.2 The Supplier may, from time to time and without notice or liability to the Buyer, suspend the Services during any technical failure of the Network, because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Buyer's or Users' own security.

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- 9.3 The Supplier shall use reasonable endeavours to restore the Services suspended in accordance with clause 9.1 or 9.2 of these Mobile Terms as soon as reasonably practicable.
- 9.4 The Buyer shall remain liable for all Charges levied in accordance with this Call-Off Contract during any period of suspension arising from the circumstances described in clause 9.1 or 9.2 of these Mobile Terms.

#### **Actions of the Buyer**

- 9.5 The Supplier may, without prejudice to its other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:
- a) if the Buyer fails to comply with the terms of the Call Off Contract after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder); or
  - b) if the Buyer allows anything to be done which in the Supplier's reasonable opinion may have the effect of jeopardising the operation of the Services or Network if applicable, or if the Services are being used in a manner prejudicial to the interests of the Supplier and/or a supplier of the Supplier.
- 9.6 If the Supplier has suspended the Services in accordance with clause 9.5 above, the Supplier shall restore the Services when the circumstance described in clause 9.5 above is remedied.
- 9.7 The Buyer shall remain liable for:
- a) all Charges levied in accordance with the Call Off Contract during any period of suspension; and
  - b) all reasonable costs and expenses incurred by the Supplier in the implementation of such suspension or disconnection, where such suspension or disconnection arises from the circumstances described in clause 9.5 of these Mobile Terms.

#### **Actions of the Supplier's suppliers**

- 9.8 The Supplier may, without prejudice to its other rights hereunder, suspend or terminate a Service if a supplier to the Supplier suspends, terminates or lets expire the provision of services to the Supplier which the Supplier requires to provide such Service and for which the Supplier is unable to find a replacement supplier, having used its reasonable endeavours. The Supplier will provide as much notice as is reasonably possible.

#### **Actions by regulators**

- 9.9 The Supplier may, where requested by or on behalf of a regulatory body (including because of fraud or misuse) or required to do so by law, suspend any Services provided under the Call-Off Contract.

### **10 MOBILE SURVEY**

- 10.1 The Supplier will be responsible for contacting all mobile users in the Buyers estate.
- 10.2 The Supplier will, in the first instance be responsible for presenting the online survey tool to the Buyers with an example set of questions to ask the user, this can be modified by the Buyer to make the survey unique for the Buyer.
- 10.3 The Mobile Survey questions will include;
- a) First and last name of the user
  - b) Preferred address to send the new O2 SIM and any user guides required
  - c) Mobile device product and model
  - d) Mobile device IMEI number
  - e) Any additional SIMs the user has for an iPad or laptop
  - f) Additional unique identifiers such as cost centre code or employee number
  - g) Specific questions the Buyer may wish to add

Framework Ref: RM6261

Project Version: v1.0

Model Version: v3.1

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- 10.4 The survey results will ensure the correct name and cost centre are allocated to the mobile connection
- 10.5 The survey will ensure the correct IMEI number is captured to aid with the unlocking process of any existing mobile devices.
- 10.6 The Supplier will ensure all survey information is captured on the inventory to ensure the best possible records are handed over to the Buyer.

## 11 USERS

- 1.1 The Supplier acknowledges that the Buyer may permit its Users to use the Services and/or Equipment supplied by the Supplier to the Buyer under the Call-Off Contract. However, no such User shall have any right to enforce the Buyer's rights under the Call-Off Contract against the Supplier directly, and the Buyer shall procure that any claim in relation to the subject matter of the Call-Off Contract in respect of any such User is brought solely by the Buyer on behalf of any such User.
- 11.2 The Buyer will procure that all Users are aware of and comply with the terms of the Call-Off Contract and any act or omission of any User in relation to the Call-Off Contract shall be treated as the act or omission of the Buyer.
- 11.3 The Buyer shall indemnify and hold harmless the Supplier against any Losses suffered or incurred by the Supplier arising from any claims made against the Supplier directly by a User of the Buyer arising out of or in connection with their use of the Services and/or Equipment under the Call-Off Contract.
- 11.4 The limitations and exclusions of liability contained in the Call-Off Contract shall apply to any claims brought by or on behalf of the Buyer and/or Users, and the involvement of one or more of its Users shall not give rise to any increase in or multiplication of any cap placed upon the Supplier's liability. This clause 11 shall remain in full force and effect notwithstanding any termination of the Call-Off Contract.

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## ANNEX B - MOBILE EQUIPMENT TERMS

The following additional terms and conditions apply to the provision of Mobile Equipment.

### 1 DEFINITIONS AND INTERPRETATION

In these Mobile Equipment Terms, in addition to those terms set out in the Core Terms, Joint Schedules, Call-Off Schedules and the Mobile Services Terms, the following terms and expressions apply:

Term / Expression	Meaning
"Accessory"	means an item of equipment sold separately for use with Mobile Equipment but which is not on its own Mobile Equipment (such as phone cases or phone chargers which are supplied in addition to those packaged along with a phone) and which cannot be used without Mobile Equipment in connection with the Mobile Services;
"Mobile Equipment"	means any phones and related items (including, but not limited to USB modems and phone chargers packaged along with a phone) or other equipment provided by the Supplier to the Buyer under the Call-Off Contract for use in connection with the Mobile Services and which, for the avoidance of doubt, is included in the definition of Equipment in the Call-Off Contract;
"Mobile Equipment Terms"	means this document entitled "Mobile Equipment Terms".

### 2 USE OF MOBILE EQUIPMENT

The following additional terms and conditions shall apply to the provision by the Supplier to the Buyer of Mobile Equipment specified in the Call-Off Contract and/or the Supplier's Service Offer (as applicable) as well as any Mobile Equipment ordered pursuant to an order placed pursuant to this Call-Off Contract.

### 3 ORDERS

- 3.1 The Buyer shall be entitled to place with the Supplier an order for any Mobile Equipment identified by the Supplier from time to time.
- 3.2 The Supplier's acceptance of an order is subject to availability and the Supplier may reject any order without any liability to the Buyer. In the event that the Supplier accepts an order, that order will be processed accordingly. Any order, once accepted by the Supplier, may not be revoked by the Buyer.

### 4 AVAILABILITY OF MOBILE EQUIPMENT

The Supplier reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. The Supplier does not guarantee the continuing availability of any particular item of Mobile Equipment.

### 5 DELIVERY, ACCEPTANCE AND RISK

- 5.1 The Supplier will deliver the Mobile Equipment to the address specified on the completed order provided that address is within the United Kingdom.
- 5.2 The Buyer shall be deemed to have accepted an item of Mobile Equipment:
  - a) when that item of Mobile Equipment has been delivered, if the Supplier is to deliver the item of Mobile Equipment; or
  - b) when the Buyer takes possession of that item of Mobile Equipment, if the item of Mobile Equipment is to be collected by the Buyer.

Framework Ref: RM6261  
 Project Version: v1.0  
 Model Version: v3.1

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- 5.3 Risk in an item of Mobile Equipment will pass to the Buyer when the item of Mobile Equipment is accepted by the Buyer. The Buyer shall not be liable for any loss or damage to the item of Mobile Equipment to the extent that such loss or damage is caused by the negligence of the Supplier or its suppliers.

## **6 TITLE IN THE MOBILE EQUIPMENT**

- 6.1 Title in any Mobile Equipment and/or any Accessories provided by the Supplier to the Buyer pursuant to the Call-Off Contract shall pass to the Buyer upon receipt of payment in full and cleared funds by the Supplier in respect of such items.

## **7 OBLIGATIONS OF THE BUYER**

- 7.1 The Buyer will, in addition to its other obligations under the Call-Off Contract:
- a) only use Mobile Equipment for the purposes of receiving or using the Mobile Services in accordance with the Call-Off Contract; and
  - b) comply with any instructions provided by or on behalf of the Supplier from time to time in respect of the Mobile Equipment (including in relation to the return of any Mobile Equipment).
- 7.2 The Buyer will, and shall take all reasonable steps to ensure that its employees will pay the standard charges levied by the Supplier from time to time applicable to repair work on Mobile Equipment which is outside (in scope or time) the warranty provided under the Call-Off Contract.
- 7.3 The Supplier reserves the right to bar service to any Mobile Equipment supplied under the Call-Off Contract to which the Supplier retains title where in the Supplier's reasonable opinion that Mobile Equipment is not being used in a manner which Supplier would expect including where the Mobile Equipment is used in conjunction with a SIM Card connected to a tariff other than one which the Buyer has ordered under the Call-Off Contract.
- 7.4 At the Buyer's expense, the Buyer shall return to the Supplier any Mobile Equipment to which the Supplier retains title where such Mobile Equipment has been barred pursuant to clause 7.3 of these Mobile Equipment Terms and to which the Supplier retains title.
- 7.5 Where the Supplier retains title the Supplier reserves the right by giving written notice to the Buyer to charge the Buyer the price set out in the Replacement section of the Supplier's Device Price List from time to time or the prevailing list rate on the date such notice is given for any Mobile Equipment:
- a) in respect of which the Buyer has failed to fulfil its obligations under clause 5 of these Mobile Equipment Terms; or
  - b) which the Buyer sells in breach of clause 7 of these Mobile Equipment Terms.
- and such charge shall immediately be due and payable. The Device Price List is accessible here: [REDACTED] or alternatively the Buyer can request a copy from the Supplier's dedicated UK based public sector customer service team.
- 7.6 The Buyer shall ensure that their Mobile Equipment is up to date with the latest available version of the manufacturer's Software. Any failure by the Buyer to ensure their Mobile Equipment Software is maintained on the latest version may result in performance issues which the Supplier shall not be liable for.

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## 8 WARRANTIES

- 8.1 The Supplier warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for a period of twelve (12) months from the date on which such item of Mobile Equipment is despatched to the Buyer by the Supplier (a "Warranty Period") unless special conditions associated with certain Mobile Equipment apply.
- 8.2 The Supplier warrants that any Software will conform in all material respects to the manufacturer's specification for a period of three months from the date on which such Software is despatched to the Buyer by the Supplier (also a "Warranty Period") unless special conditions associated with certain Software apply.
- 8.3 If, within the relevant Warranty Period, the Buyer notifies the Supplier of any defect or fault in the Mobile Equipment or Software arising under normal use in consequence of which it fails to conform in any material respect with the manufacturer's specification the Supplier shall, at the Supplier's option either: repair the faulty Mobile Equipment or Software; or, replace the faulty Mobile Equipment or Software with the same or an equivalent item of Mobile Equipment or Software which may be a new or refurbished item. In the event that Mobile Equipment or Software is provided to replace Mobile Equipment or Software which has failed during its Warranty Period, the replacement Mobile Equipment or Software will be provided with its own Warranty Period which shall last for the greater of:
- a) three months from the date on which the replacement Mobile Equipment or Software is despatched to the Buyer; or b)
  - b) the outstanding period of the original Warranty Period.
- 8.4 The warranty obligations set out in clause 8.3 of these Mobile Equipment Terms shall not apply in the event that a person has:
- a) altered or damaged the Mobile Equipment or Software;
  - b) serviced or repaired it without the Supplier's authorisation;
  - c) not complied with its obligations under clause **Error! Reference source not found.**; or
  - d) used the Mobile Equipment or Software for a purpose or in a context, other than in accordance with the Supplier's or the manufacturer's instructions and advice.
- 8.5 If the Buyer reports a defect or fault in the Mobile Equipment or Software to the Supplier, and is provided with a replacement item pursuant to clause 8.3 above, the Supplier reserves the right to charge the Buyer for the replacement item in the following circumstances:
- a) where the faulty or defective Mobile Equipment is not returned to the Supplier within fourteen (14) days of provision to the Buyer of a replacement for the faulty Mobile Equipment or Software;
  - b) where the Supplier considers that the defect or fault in the Mobile Equipment or Software is caused by use, amendment or damage described in clause 8.4, above; or
  - c) where no fault or defect is detected in the Mobile Equipment or Software.

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## ANNEX C – TELECOMS EXPENSE MANAGEMENT SERVICE

The following additional terms and conditions apply to the provision of the TEM Services.

### 1 DEFINITIONS

- 1.1 In this Service Schedule, in addition to those terms defined in the Core Terms and the Mobile Services Terms the following terms and expressions apply:

Term / Expression	Meaning
"Connection"	means a SIM or Line connection within the Buyer's telecoms estate and which shall include O2 and non-O2 connections;
"Fixed Expense Management"	means the provision to the Buyer of a single monthly report covering all the Lines to which the TEM Service is added (as further described in clause 12 of this Service Schedule);
"Integrated Circuit Card Identification Number"	means a unique identifier of a SIM on a mobile device as defined by the International Telecommunications Union and which allows a network operator to identify the SIM.
"Inventory"	means the inventory of assets, user, locations and costs managed by the TEM Partner to provide monthly management information to the Buyer;
"Inventory Data"	means data provided to the TEM Partner by all of the Vendors with which the Inventory shall be compiled and maintained;
"Line"	means any line, conduit or other circuit purchased by the Buyer from a Vendor and which comprises: <ul style="list-style-type: none"> <li>a) traditional copper wiring; or</li> <li>b) fibre optic cabling; or</li> <li>c) internet protocol technology; or</li> <li>d) any combination of a) - c);</li> </ul>
"Mobile Expense Management"	means the provision to the Buyer of a single monthly report covering all SIMs to which the TEM Service is added (as further described in clause 3 of this Service Schedule);
"PID"	means Project Initiation Document;
"Service Commencement Date"	in respect of a TEM Service or a particular instance of a TEM Service means the latter of: <ul style="list-style-type: none"> <li>a) the date on which that particular TEM Service or particular instance of a TEM Service is first provided to the Buyer; or</li> <li>b) the date upon which the Call-off Contract between the Supplier and the Buyer for the TEM Service has been signed by the Buyer;</li> </ul>
"SIM"	means a Buyer mobile connection with an Integrated Circuit Card Identification Number;
"Telecoms Expense Management Services" or "TEM Services"	means the Services which the Supplier, via its TEM Partner, offers to the Buyer as detailed in this Service Schedule;
"TEM Partner"	means Nuvoli Limited who for the avoidance of doubt will be acting as a sub-contractor to the Supplier in delivering the Telecoms Expense Management Services; and
"Vendor(s)"	means a company who provides telecommunication services to the Buyer.

### 2 TEM SERVICES

- 2.1 The TEM Services options taken by the Buyer are set out in the Price Card.

### 3 MOBILE EXPENSE MANAGEMENT

- 3.1 TEM Partner will provide the Buyer with a monthly TEM Service covering its mobile costs, services and usage. For clarity, the TEM Partner will provide management reporting regarding all Buyer mobile telephony Vendors. The Buyer will provide access to billing systems for each Vendor by standard electronic means so that the TEM Partner can harvest data.

- 3.2 The principle elements of the Mobile Expense Management Service will be:

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 Project Version: v1.0  
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- a) Invoice validation (as further described in clause 4 of this Service Schedule);
- b) Inventory management (as further described in clause 5 of this Service Schedule);
- c) Management reporting (as further described in clause 6 of this Service Schedule);
- d) Campaigns (as further described in clause 10 of this Service Schedule); and
- e) PIDs & tracking (as further described in clause 11 of this Service Schedule).

#### **4 INVOICE VALIDATION**

- 4.1 TEM Partner will analyse all mobile Vendor data provided by the Buyer pursuant to this Call-off Contract on a monthly basis to establish whether the costs incurred for mobile telecommunication services correspond with charges set out in the Buyer's contract with its Vendor(s) and provided Inventory Data.
- 4.2 The analysis described in clause 4.1 will be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the analysis is performed or as agreed between the parties from time to time.
- 4.3 In the event that there is a discrepancy between any of the charges billed by a Vendor and the analysis reference points set out in clause 4.2 then TEM Partner shall inform the Buyer with an appropriate action plan to recover the discrepancy.
- 4.4 During the Call-Off Contract Period the TEM Partner will provide the TEM Partner analysis (including details of any discrepancies) in a format agreed with the Buyer. The TEM Partner analysis will be provided to the Buyer as part of the monthly service reviews. From time to time the Buyer may change and modify the analysis format by agreement with the Supplier and the TEM Partner at no extra charge.

#### **5 INVENTORY MANAGEMENT**

- 5.1 TEM Partner will compile the Inventory using Inventory Data.
- 5.2 TEM Partner will update the Inventory each month on receipt of updated Inventory Data, and on the basis of ongoing change management information, including details of adds, moves, changes and deletions. The monthly update will be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the update is performed.
- 5.3 During the Call-Off Contract Period TEM Partner will provide the updated Inventory to the Buyer in the Supplier's standard format as part of the monthly service reviews.
- 5.4 Should the Buyer wish to request the inclusion of additional source data in the Inventory such requests will be managed by the Supplier following the Variation procedure. No additional charges will apply for the inclusion of additional electronic source data. Where additional source data is in paper format the Supplier shall issue a quotation under the terms of this Call-off Contract and, if the Buyer accepts such quotation, it shall issue a purchase order to the Supplier.

#### **6 MANAGEMENT REPORTING**

- 6.1 TEM Partner will produce monthly reports based on the data or parts thereof that the TEM Partner deems relevant and shall provide such reports each month to the Buyer. The reports shall be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the reports are generated. The reports to be produced are:
  - a) Group Management Report (as further described in clause 7 of this Service Schedule);
  - b) Validation Report (as further described in clause 8 of this Service Schedule); and
  - c) Finance Upload Report (as further described in clause 9 of this Service Schedule).

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Project Version: v1.0

Model Version: v3.1

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- 6.2 During the Call-Off Contract Period, the TEM Partner will provide the reports to the Buyer in an agreed format, unless specified otherwise in this Service Schedule, as part of the monthly service reviews.
- 6.3 Within three (3) months of the Service Commencement Date TEM Partner and the Buyer shall review the content of the reports to ensure the reports are providing the information that the Buyer reasonably requires. The parties will agree any reasonable amendments to the reports as may be deemed necessary following such review. Any such amendments will be incorporated into the reports as soon as is reasonably practicable.
- 6.4 Should the Buyer request any ad hoc analysis and data requests such requests will be reviewed by the Supplier and agreed with the Buyer by way of a Variation. Additional Charges may apply.

## **7 GROUP MANAGEMENT REPORT**

- 7.1 A standard report pack will be produced monthly no later than five (5) Working Days after the last billing cycle of all Vendors. In the monthly service review the TEM Partner will provide an overview of the report pack, highlighting trends, irregular costs or user behaviour that is driving costs. Where required by the Buyer, the TEM Partner will provide detailed analysis that will further evidence areas of misuse and abuse, tariff anomalies and/or cost reduction initiatives backed up by a PID or series of PIDs. The Buyer shall ensure that Users' are notified of, and consent to, the use of their Personal Data as described in this clause 7. The TEM Partner will also utilise its staff and its tools and services such as text messaging and outbound calling to affect the execution of agreed PIDs and will report their status and savings on a monthly basis to demonstrate the savings achieved.
- 7.2 The TEM Partner will provide a full inventory of Devices used by the Buyer on mobile networks and shall work with the Vendors to ensure that accurate records are kept by the Vendors of Device numbers, user names and cost centres and any other agreed information.
- 7.3 The group management report is designed to provide an overview of the total telecoms expenditure across the Buyer's estate and how this compares to budget, highlighting areas of concern / best practice and identifying where costs can be reduced. The report shall include the following information:
- a) full monthly invoice costs covering the Buyer's mobile telecom estate;
  - b) costs by area – mobile Connections;
  - c) current usage profile for mobile Connections;
  - d) current rental charges / services profile;
  - e) cost trends;
  - f) cost variance with analysis;
  - g) areas where costs may be potentially reduced;
  - h) areas where savings have been identified, generated and realised as a result of the cost reduction programme; and
  - i) areas where costs may still be potentially reduced as a result of the cost reduction programme.
- 7.4 Reporting formats and ad hoc reports will be updated from time to time as agreed by the Supplier and the Buyer.

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## **8 VALIDATION REPORT**

- 8.1 The validation report will detail, by the invoice and account number, any overcharges that have been identified by the TEM Partner along with any actions required and/or taken to resolve the issues. The TEM Partner will also keep a running log of all overcharges and associated actions. The report shall include the following information:
- a) has the agreed tariff been applied to the account;
  - b) have all new services added to the account during the last quarter been applied to the right cost centre / right tariff; and
  - c) have previously agreed credits been applied to the account.

## **9 FINANCE UPLOAD REPORT**

- 9.1 The finance upload report is a file in a format to be mutually agreed by the parties that will allow the Buyer to upload the invoicing data into its finance systems on a monthly basis. The report shall include information based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the report is generated.

## **10 CAMPAIGNS**

- 10.1 The TEM Partner may provide ad-hoc call and text campaigns to inform and educate users with usage issues.

## **11 PIDS & TRACKING**

- 11.1 The TEM Partner shall examine the Inventory Data and at agreed intervals shall determine whether or not in its opinion the Buyer's costs might be reduced or refunded from those disclosed in the data. In the event that the TEM Partner decides that such cost savings / refunds might be achieved then the TEM Partner or the Supplier shall present the Buyer with a proposal outlining the cost savings / refund opportunities, including a forecast of likely cost benefits or service impact for the Buyer.
- 11.2 The TEM Partner or the Supplier shall notify the Buyer within 10 (ten) days of the TEM Partner's determination that costs might be reduced and refunded from those disclosed in the data.
- 11.3 The TEM Partner or the Supplier shall present the proposal to the Buyer within 15 (fifteen) days of such notification.
- 11.4 The proposals will be supported by relevant analysis of billing data to demonstrate potential cost savings / refunds.
- 11.5 The proposals shall clearly state the method by which savings resulting from any activity are to be measured.
- 11.6 The TEM Partner and Buyer will agree savings projects through the PIDs delivered by the TEM Partner and agreed in writing by the Buyer. Savings will be measured through any annualised reduction in the associated bill. Savings can only be presented through the PID process.

### **Actions**

- 11.7 The TEM Partner shall use its reasonable endeavours to action all savings and refunds with the Vendors.

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## **12 FIXED EXPENSE MANAGEMENT**

- 12.1 TEM Partner will provide the Buyer with a monthly TEM Service covering its fixed costs, services and usage. For clarity, the TEM Partner will provide management reporting regarding all Buyer fixed telephony suppliers. The Buyer will provide access to billing systems for each Vendor by standard electronic means so that the TEM Partner can harvest data.
- 12.2 The principle elements of the Fixed Expense Management Service will be:
- a) Invoice validation; (as further described in clause 13 of this Service Schedule)
  - b) Inventory management (as further described in clause 14 of this Service Schedule);
  - c) Management reporting (as further described in clause 15 of this Service Schedule);
  - d) Campaigns (as further described in clause 19 of this Service Schedule); and
  - e) PIDs & tracking (as further described in clause 20 of this Service Schedule).

## **13 INVOICE VALIDATION**

- 13.1 TEM Partner will analyse all fixed telephony Vendor data provided by the Buyer pursuant to the relevant Call-off Contract on a monthly basis to establish whether the costs incurred for fixed telecommunication services correspond with charges set out in the Buyer's contract with its Vendors and provided Inventory Data.
- 13.2 The analysis described in clause 13.1 will be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the analysis is performed or as agreed between the parties from time to time.
- 13.3 In the event that there is a discrepancy between any of the costs billed by a Vendor to the Buyer and the analysis reference points set out in clause 13.2 then TEM Partner shall inform the Buyer with an appropriate action plan to recover the discrepancy.
- 13.4 During the Call-Off Contract Period, the TEM Partner will provide the TEM Partner analysis (including details of any discrepancies) in a format agreed by the Buyer. The TEM Partner analysis will be provided to the Buyer as part of the monthly service reviews. From time to time the Buyer may change and modify the analysis format by agreement with the Supplier and the TEM Partner at no extra charge.

## **14 INVENTORY MANAGEMENT**

- 14.1 TEM Partner will compile the Inventory using Inventory Data.
- 14.2 TEM Partner will update the Inventory each month on receipt of updated Inventory Data, and on the basis of ongoing change management information, including details of adds, moves, changes and deletions. The monthly update will be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the update is performed.
- 14.3 During the Call-Off Contract Period, TEM Partner will provide the updated Inventory to the Buyer in the Supplier's standard format as part of the monthly service reviews.
- 14.4 Should the Buyer wish to request the inclusion of additional source data in the Inventory such requests will be managed by the Supplier following the Change Control procedure. No additional charges will apply for the inclusion of additional electronic source data. Where additional source data is in paper format the Supplier shall issue a quotation under the terms of this Call-off Contract and, if the Buyer accepts such quotation, it shall issue a purchase order to the Supplier.

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## **15 MANAGEMENT REPORTING**

- 15.1 TEM Partner will produce monthly reports based on the data or parts thereof that the TEM Partner deems relevant and shall provide such reports each month to Buyer. The reports shall be based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the reports are generated. The reports to be produced are:
- a) Group Management Report (as further described in clause 16 of this Service Schedule);
  - b) Validation Report (as further described in clause 17 of this Service Schedule); and
  - c) Finance Upload Report (as further described in clause 18 of this Service Schedule).
- 15.2 During the Call-Off Contract Period, the TEM Partner will provide the reports to the Buyer in an agreed format, unless specified otherwise in this Service Schedule, as part of the monthly service reviews.
- 15.3 Within three (3) months of the Service Commencement Date TEM Partner and the Buyer shall review the content of the reports to ensure the reports are providing the information that the Buyer reasonably requires. The parties will agree any reasonable amendments to the reports as may be deemed necessary following such review. Any such amendments will be incorporated into the reports as soon as is reasonably practicable.
- 15.4 Should the Buyer request any ad hoc analysis and data requests such requests will be reviewed by the Supplier and agreed with the Buyer by way of a Variation. Additional Charges may apply.

## **16 GROUP MANAGEMENT REPORT**

- 16.1 A standard report pack will be produced monthly no later than five (5) Working Days after the last billing cycle of all Vendors. In the monthly service review the TEM Partner will provide an overview of the report pack, highlighting trends, irregular costs or user behaviour that is driving costs. Where required by the Buyer, the TEM Partner will provide detailed analysis that will further evidence areas of misuse and abuse, tariff anomalies and/or cost reduction initiatives backed up by a PID or series of PIDs. The Buyer shall ensure that Users' are notified of, and consent to, the use of their Personal Data as described in this clause 16. The TEM Partner will also utilise its staff and its tools and services such as text messaging and outbound calling to affect the execution of agreed PIDs and will report their status and savings on a monthly basis to demonstrate the savings achieved.
- 16.2 The TEM Partner will provide a full inventory of Lines used by the Buyer on fixed networks and shall work with the Vendors ensure that accurate records are kept by the providers of Lines, numbers, user names and cost centres and any other agreed information.
- 16.3 The Group Management Report is designed to provide an overview of the total telecoms expenditure across the Buyer's estate and how this compares to budget, highlighting areas of concern / best practice and identifying where costs can be reduced. The report shall include the following information:
- a) full monthly invoice costs covering the Buyer's fixed telecom estate;
  - b) costs by area – fixed Connections;
  - c) current usage profile for fixed Connections;
  - d) current rental charges / services profile;
  - e) cost trends;
  - f) cost variance with analysis;
  - g) areas where costs may potentially be reduced;

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- h) areas where savings have been identified, generated and realised as a result of the cost reduction programme; and
- i) areas where costs may still potentially be reduced as a result of the cost reduction programme.

16.4 Reporting formats and ad hoc reports will be updated from time to time as agreed by the Supplier and the Buyer.

## 17 VALIDATION REPORT

17.1 The Validation Report will detail, by the invoice and account number, any overcharges that have been identified by the TEM Partner along with any actions required and/or taken to resolve the issues. The TEM Partner will also keep a running log of all overcharges and associated actions. The report shall include the following information:

- a) has the agreed tariff been applied to the account;
- b) have all new Services added to the account during the last quarter been applied to the right cost centre / right tariff; and
- c) have previously agreed credits been applied to the account.

## 18 FINANCIAL UPLOAD REPORT

18.1 The Finance Upload Report is a file in a format to be mutually agreed by the parties that will allow the Buyer to upload the invoicing data into its finance systems on a monthly basis. The report shall include information based on all data received by the TEM Partner before the twenty sixth day of the month preceding the month in which the Report is generated.

## 19 CAMPAIGNS

19.1 The TEM Partner may provide the following specialist services included in the TEM Service to further enhance the Fixed Expense Management Services:

- a) A broadband check on landlines to ensure accurate information on donor lines.
- b) Ad-hoc call and text campaigns to inform and educate users with usage issues.

## 20 PIDS & TRACKING

20.1 The TEM Partner shall examine the Inventory Data and at agreed intervals shall determine whether or not in its opinion the Buyer's costs might be reduced or refunded from those disclosed in the data. In the event that the TEM Partner decides that such cost savings / refunds might be achieved then the TEM Partner or the Supplier shall present the Buyer with a proposal outlining the cost savings / refund opportunities, including a forecast of likely cost benefits or service impact for the Buyer.

20.2 The TEM Partner or the Supplier shall notify the Buyer within 10 (ten) days of the TEM Partner's determination that costs might be reduced and refunded from those disclosed in the data.

20.3 The TEM Partner or the Supplier shall present the proposal to the Buyer within 15 (fifteen) days of such notification.

20.4 The proposals will be supported by relevant analysis of billing data to demonstrate potential cost savings / refunds.

20.5 The proposals shall clearly state the method by which savings resulting from any activity are to be measured.

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20.6 The TEM Partner and Buyer will agree savings projects through the PIDs delivered by the TEM Partner and agreed in writing by the Buyer. Savings will be measured through any annualised reduction in the associated bill. Savings can only be presented through the PID process.

**Actions**

20.7 The TEM Partner shall use its reasonable endeavours to action all savings and refunds with the Vendors.

**21 PURCHASE ORDERS**

21.1 Any alternative terms appearing on or referred to in any purchase order, (whether oral, in writing or by electronic means) issued by the Buyer shall be ineffective unless expressly incorporated in the quotation or order documentation issued by the Supplier.

## Joint Schedule 1 (Definitions)

### 1. Definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

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- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and
- 1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and
- 1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on:

	<a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3million, verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative</li> </ul>

	<p>purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>"Auditor"</b>	<p>means:</p> <p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;

<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Business Hours"</b>	standard business hours from 0800 to 1800 Monday to Friday, excluding bank holidays
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Call-Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;

<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>"Catalogue"</b>	the Supplier's catalogue of Deliverables available to Buyers in relation to Lot 1 only to order without Further Competition;
<b>"Catalogue Publication Portal"</b>	the CCS online publication channel via which Buyers can view the Catalogue;
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;

<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or

	b) the Effective Date up to and including the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the UK GDPR;
<b>"Core Network"</b>	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;
<b>"Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>(i) base salary paid to the Supplier Staff;</li> <li>(ii) employer's National Insurance contributions;</li> <li>(iii) pension contributions;</li> <li>(iv) car allowances;</li> <li>(v) any other contractual employment benefits;</li> <li>(vi) staff training;</li> <li>(vii) workplace accommodation;</li> <li>(viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> </ul>

	<p>(ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>(i) Overhead;</li> <li>(ii) financing or similar costs;</li> <li>(iii) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>(iv) taxation;</li> <li>(v) fines and penalties;</li> <li>(vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

<b>"Data Protection Legislation"</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>"Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>"Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;

<b>"Direct Award Criteria"</b>	the award criteria to be applied for the direct award of Call-Off Contracts following the process set out in Framework Schedule 7(Cal-Off Award Procedure);
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;

<b>“DPA 2018”</b>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>“Effective Date”</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>“Electronic Invoice”</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or  if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>“Estimated Year 1 Charges”</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party’s annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Charges; or

	<p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
<b>“Exempt Buyer”</b>	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> <li>i) the Regulations;</li> <li>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</li> <li>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</li> <li>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</li> <li>v) the Remedies Directive (2007/66/EC);</li> <li>vi) Directive 2014/23/EU of the European Parliament and Council;</li> <li>vii) Directive 2014/24/EU of the European Parliament and Council;</li> <li>viii) Directive 2014/25/EU of the European Parliament and Council; or</li> <li>ix) Directive 2009/81/EC of the European Parliament and Council;</li> </ul>
<b>“Exempt Call-off Contract”</b>	<p>the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;</p>
<b>“Exempt Procurement Amendments”</b>	<p>any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;</p>

<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Exit Day"</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	the Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>c) acts of terrorism;</li> <li>d) acts of government, local government or regulatory bodies;</li> <li>e) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</li> </ul>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables

	to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>"Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Initial Period"</b>	The initial period of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the

	Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:  a) are supplied to the Supplier by or on behalf of the Authority; or  b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Environment"</b>	The ICT systems used in the delivery of the Services as described in Call-Off Schedule 6 (ICT Services);
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of

	which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"ICT Services"</b>	The ICT related Services to be delivered under a Call-Off Contract as described in Call-Off Schedule 6 (ICT Services);
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>c) details of the cost of implementing the proposed Variation;</li> <li>d) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>e) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>f) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Independent Control"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;

<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>with respect to any person, means:</p> <p>a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p>

	<p>e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>f) where that person is a company, a LLP or a partnership:</p> <ul style="list-style-type: none"> <li>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</li> <li>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</li> <li>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</li> </ul> <p>g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;

	<p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>d) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>e) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>

<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and "Monthly" shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>c) but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non-Compliance"</b>	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>b) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>c) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been,</p>

	<p>notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>d) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<p><b>"Open Book Data"</b></p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>e) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> <p>f) Overheads;</p> <p>g) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>h) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>i) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more</p>

	<p>onerous than such methods applied generally by the Supplier;</p> <p>j) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>k) the actual Costs profile for each Service Period;</p>
<b>“Operational Hours”</b>	24 hours a day, 7 days a week, 365 days out of the year, less any down time in the case of the self service portal
<b>“Optional Services”</b>	means those services [set out in [insert relevant paragraphs of Schedule 20 which describe the optional Services] OR described in the Catalogue] which the Buyer may require the Supplier to perform in accordance with Clause 24.9;
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;

<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the UK GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;</a>
<b>"Processing"</b>	has the meaning given to it in the UK GDPR;
<b>"Processor"</b>	has the meaning given to it in the UK GDPR;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a</p>

	<p>reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>iii) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>iv) under legislation or common law concerning fraudulent acts; or</p> <p>v) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>b) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>“Protective Measures”</b>	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
<b>“Recall”</b>	<p>a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;</p>
<b>"Recipient Party"</b>	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
<b>"Rectification Plan"</b>	<p>the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>d) the actual or anticipated effect of the Default; and</p> <p>e) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default</p>

	from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 as updated from time to time (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>f) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been

	supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Offer"</b>	a Deliverable made available to Buyers by the Supplier via the Catalogue;
<b>"Service Offer Effective Date"</b>	the date when the Service Offer will be available to Buyers on the Catalogue;
<b>"Service Offer Expiry Date"</b>	the date the Service Offer will be/was removed from the Catalogue;
<b>"Service Offer Price Card"</b>	means a list of prices, rates and other amounts for a specific Service Offer;
<b>"Service Offer Template"</b>	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>

<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;

<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:  a) provides the Deliverables (or any part of them);  e) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  f) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;  c) Information derived from any of (a) and (b) above;
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied

	and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: <ul style="list-style-type: none"> <li>a) Achieve a Milestone by its Milestone Date;</li> <li>d) provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>e) comply with an obligation under a Contract;</li> </ul>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Prospectus"</b>	means the written description of the Supplier's functionality of the Deliverables and Supplier Staff and in the format as notified by the Authority to the Supplier, as the same may be amended or updated from time to time
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Tax"</b>	<ul style="list-style-type: none"> <li>a) all forms of taxation whether direct or indirect;</li> <li>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> </ul>

	<p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<b>"TEM Provider"</b>	means a Supplier appointed by CCS to provide telecoms expense management;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
<b>"Tests "</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Time and Materials"</b>	A pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  b) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"Variation"</b>	any change to a Contract;
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Volume Discount(s)"</b>	the discounted price(s) applicable to purchases which exceed a Volume Discount Threshold;
<b>"Volume Discount Threshold"</b>	has the meaning set out in paragraph 7 of Framework Schedule 3;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

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<b>"Work Day"</b>	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

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## Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")	
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")	
Contract reference number:	<b>[insert]</b> contract reference number]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]

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	New Contract value:	£ [insert amount]
--	---------------------	-------------------

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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

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

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

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

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

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

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

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## **ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
  - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
  - 1.3 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
  - 1.4 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

**Joint Schedule 11 (Processing Data)**  
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## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is Commercially Sensitive Information?

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

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	Call-Off Start Date	Any non-publicly available information relating to the Supplier's or any Sub-Contractors' pricing or financial information	Contract Period + 7 years
2	Call-Off Start Date	Any information relating to the Supplier Staff	Contract Period + 7 years
3	Call-Off Start Date	Any information relating to the Supplier's Data Processing	Contract Period + 7 years

**Joint Schedule 11 (Processing Data)**  
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## Joint Schedule 10 (Rectification Plan)

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

**Joint Schedule 11 (Processing Data)**  
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Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

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

### **Definitions**

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

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

### **Status of the Controller**

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

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

in respect of certain Personal Data under a Contract and shall specify in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) which scenario they think shall apply in each situation.

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

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;

## Joint Schedule 11 (Processing Data)

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

## Joint Schedule 11 (Processing Data)

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- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the

**Joint Schedule 11 (Processing Data)**

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- timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

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

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15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

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

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

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).

## Joint Schedule 11 (Processing Data)

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23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;

**Joint Schedule 11 (Processing Data)**

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- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 of this Joint Schedule 11 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.



**Joint Schedule 11 (Processing Data)**

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	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> <li>● <i>Personal Data collected in the course of providing regulated mobile telecommunications services to Users for which the Supplier is the Controller</i></li> </ul>
Duration of the Processing	<p><i>For Buyers: Processing will take place until the Call-Off Deliverables are no longer provided (either, as a result of termination or expiry of the Term of the Call-Off Contract)</i></p>
Nature and purposes of the Processing	<p><i>In respect of the Supplier Personal Data, CCS (and any other Relevant Authority) may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer the Contract and fulfil tasks in the public interest and as required by law.</i></p> <p><i>This may include:</i></p> <ul style="list-style-type: none"> <li>● <i>inviting the Supplier Staff to contract management workshops and events;</i></li> <li>● <i>complying with requirements under the Contract to contact named individuals;</i></li> <li>● <i>establishing the Supplier's compliance with the procurement process and the Contract; and</i></li> <li>● <i>including Personal Data within reports.</i></li> </ul> <p><i>In respect of the Relevant Authority's Personal Data over which the Supplier shall act as a Controller, the Supplier may: collect, collate,</i></p>

**Joint Schedule 11 (Processing Data)**

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	<p><i>share, evaluate, use, store, replicate, and otherwise Process the Personal Data (subject to the terms of the Contract) to enable it to administer and fulfil its obligations under the Contract.</i></p> <p><i>This may include:</i></p> <ul style="list-style-type: none"> <li>● <i>complying with requirements under the Contract to contact named individuals;</i></li> <li>● <i>including Personal Data within reports;</i></li> <li>● <i>allocating Users and mobile numbers;</i></li> <li>● <i>connecting allocated mobile numbers to the Supplier's mobile telecommunications network; and</i></li> <li>● <i>if supplied as part of the Call-Off Deliverables, arranging delivery and returns of hardware; and</i></li> <li>● <i>account creation, account management, support and/or escalation paths.</i></li> </ul>
Type of Personal Data	<p><i>Individuals' names, job titles, email addresses, organisational name, work phone numbers. To the extent relevant and supplied during the procurement process, details of any relevant convictions.</i></p> <p><i>Home addresses where required for the purposes of arranging delivery and returns of hardware.</i></p>
Categories of Data Subject	<p><i>Relevant Authority Staff and Supplier Staff.</i></p>

**Joint Schedule 11 (Processing Data)**

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	<p><i>For the duration of the Contract and 7 years after.</i></p>
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**Sub-Processors**

In accordance with Clauses 6 (d) and 13, the Buyer is notified of and consents to the following sub-processors being used for the processing activities described in this Annex 1(a) subject to the terms and conditions applicable to the subcontracting parties as described under this agreement.

Sub-processor	Type of processing	Type of personal data processed	Location of processing
Accenture	Manage customer account data including billing	IMSI	UK
Accenture	Manage customer account data including billing	End User MSISDN	UK
Accenture	Salesforce.com, CRM platform used for customer services and account management	Contact details of multiple customer representatives. First name, surname, email address and mobile phone number, in addition to any other relevant personal information shared by customer representatives	UK, France and Germany
Capita	Managing customer account data for service implementation	End User MSISDN	UK
Capita	Managing customer account data for service implementation	End User Name	UK

**Joint Schedule 11 (Processing Data)**

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Capita	Managing customer account data for service implementation	Alt Contact Nbr (end user)	UK
Capita	Managing customer account data for service implementation	Password (end user)	UK
IMI Mobile	Managing billing data	End User MSISDN	UK
KCOM	Maintaining the billing platforms	Alt Contact Nbr (end user)	UK
KCOM	Maintaining the billing platforms	End User MSISDN	UK
KCOM	Maintaining the billing platforms	Password (end user)	UK
KCOM	Maintaining the billing platforms	End User Name	UK
Cognizant	MyO2 Business Portal	First name, surname, email address and mobile phone number for users of My O2 Business	UK
MDS	MyO2 Business Portal	Contact details contained on invoices, any other personal data contained on invoices	UK
BrightStar	Mobile handset delivery	End User Contact Number (may not be MSISDN)	UK
BrightStar	Mobile handset delivery	End User Email	UK
BrightStar	Mobile handset delivery	End User MSISDN	UK
BrightStar	Mobile handset delivery	End User Name	UK
BrightStar	Mobile handset delivery	End User Postal Address	

Framework Ref: RM6261

Project Version: v1.0

Model Version: v4.5

**Joint Schedule 11 (Processing Data)**  
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			UK
BrightStar	Mobile handset delivery	Handset IMEI	UK
BrightStar	Mobile handset delivery	IMSI	UK

**Joint Schedule 12 (Supply Chain Visibility)**  
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**Annex 2 - Joint Controller Agreement**

**Not Used**

**Joint Schedule 12 (Supply Chain Visibility)**  
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## **Joint Schedule 12 (Supply Chain Visibility)**

### **1. Definitions**

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

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

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

2.1 The Supplier shall:

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

## **Joint Schedule 12 (Supply Chain Visibility)**

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

### **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
  - (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

**Joint Schedule 12 (Supply Chain Visibility)**  
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- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

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## **Annex 1**

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



Supply Chain Information  
Report templat

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## Call-Off Schedule 1 (Transparency Reports)

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

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## **Annex A: List of Transparency Reports**

Not Applicable

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## 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):

**“Acquired Rights Directive”** the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

**"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:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

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- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"Former Supplier"**

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

**"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:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

**"Old Fair Deal"**

HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;

**"Partial Termination"**

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

**"Relevant Transfer"**

a transfer of employment to which the Employment Regulations applies;

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**"Relevant  
Transfer Date"**

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

**"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;

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- (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;

**"Supplier's Final Supplier Personnel List"** a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

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

**"Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

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

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

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## **2. INTERPRETATION**

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

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## **Part A: Staff Transfer at the Start Date**

### **Outsourcing from the Buyer**

**Not Used**

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

### **Transfer from a Former Supplier**

**Not Used**

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

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

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

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- 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

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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 (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

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

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

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## **Part D: Pensions**

**Not Used**

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## Part E: Staff Transfer on Exit

### 1. Obligations before a Staff Transfer

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

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

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

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

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer Such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.

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- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
  - 1.7.2 details of cumulative pay for tax and pension purposes;
  - 1.7.3 details of cumulative tax paid;
  - 1.7.4 tax code;
  - 1.7.5 details of any voluntary deductions from pay; and
  - 1.7.6 bank/building society account details for payroll purposes.

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

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

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but untaken holiday pay, bonuses, commissions, payments ofPAYE, 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:

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- (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:

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- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
  - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all

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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 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

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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:

- (a) the Supplier and/or any Subcontractor; and
- (b) 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

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

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

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## 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 will give CCS the right to enforce the Buyer's rights under this Schedule.

### 2. Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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

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

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## MOBILE SERVICES - CHARGES AND COMMITMENTS

### 1 DEFINITIONS AND INTERPRETATION

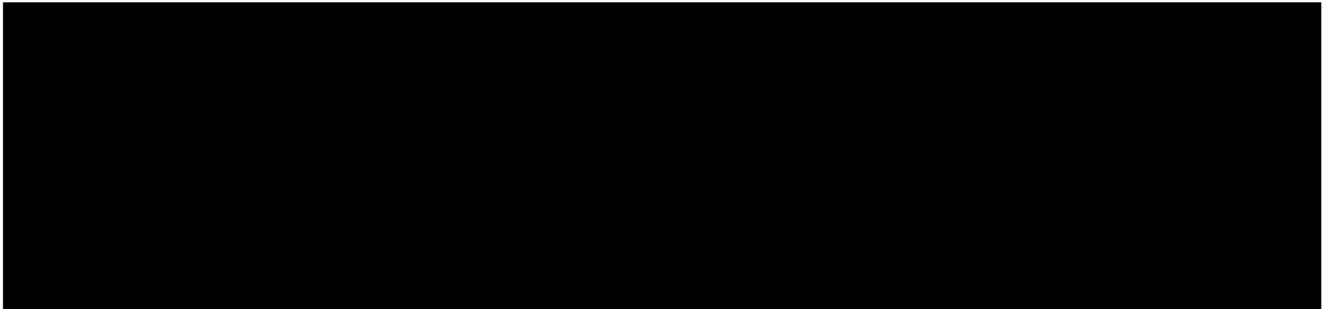
- a) In this “Charges and Commitments” section, in addition to those terms defined in the General Conditions, the Mobile Services Terms, the Mobile Equipment Terms and elsewhere in this Commercial Schedule, the following terms and expressions apply:

Term / Expression	Meaning
“Bolt-on”	means additional Services that can be added to a User’s SIM Card, as further described in section <b>Error! Reference source not found.</b> of this “Mobile Services - Charges and Commitments” section;
“Europe Zone”	means the countries listed as being included in the Europe Zone on the O2 Website as updated by O2 from time to time;
“New Connection”	means a new SIM Card which connects to the Network under the Call-off Contract which was not immediately prior to the Call-off Contract connected to the Network except where the SIM Cards were formerly provided to the Buyer by a Reseller; and
“Spend Cap”	means the Buyer’s ability to limit the cost of their bill as further defined in Sections 124S and 124T of the Communications Act 2003.

### 2 MOBILE SERVICES MINIMUM COMMITMENTS AND TERMINATION FEES

#### 2.1 Mobile Services Minimum Commitments

- a) The following Minimum Commitment(s) shall apply to the Mobile Services under this Call-off Contract:



#### 2.1.1 Notes relating to Minimum Commitments for Mobile Services

- Minimum Period for New Connections; Each SIM Card provided as a New Connection must remain connected for the Minimum Period commencing on the date it is first connected.
- Minimum Period for re-signing connections; Each re-sign connection, which is a SIM Card which is already connected to the Network and which is committing to a new Minimum Period, must remain connected for such Minimum Period which shall commence upon the Service Commencement Date.
- Unless another Minimum Period is set out in this section **Error! Reference source not found.** each SIM Card connected to the Mobile Service must remain connected for at least 30 days commencing on the date it is first connected.

#### 2.2 Mobile Services Termination Fees

- a) Termination Fees shall comprise of the following, each becoming payable by the Buyer independently as and when applicable:

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### 2.2.1 Minimum Period Charges

- a) Where the Buyer serves a disconnection notice in relation to a SIM Card before the SIM Card has served its Minimum Period then the Buyer shall be liable for the Termination Fee set out in **Error! Reference source not found.** within section **Error! Reference source not found.** for all months (including part months) unserved.

### 2.2.2 Amortised Co-terminous End Date

- a) If at the end of the Minimum Term there are individual instances of a Service (i.e. SIM Cards) which have not yet served their Minimum Period and the Buyer wishes to terminate the Call-off Contract, then the Buyer shall then have the option to either:
- I. serve the remainder of the Minimum Period (as calculated below) on all instance of the Actual Holding; or
  - II. serve notice to terminate the Call-off Contract by giving 30 Working Days' notice in accordance with clause 12.1 of the General Conditions and pay any applicable Termination Fees.
- b) Supplier will calculate the amortised Minimum Period as follows:
- I. Supplier will calculate the total number of months of remaining Minimum Period across all instances of that Service that have not yet served their Minimum Period; and
  - II. Supplier will divide that total by the total number of instances of that Service that are active at the end of the Minimum Term (the "Actual Holding"); and
  - III. The resulting number (rounded up to the nearest whole number in months) will be deemed to be the remaining Minimum Period per instance of the Service for all instances that comprise the Actual Holding.
- c) The following is a worked example:
- I. Where there are 132 SIM cards connected as part of a Service, 16 of which have not completed their Minimum Period at the end of the Minimum Term of the Call-off Contract each with 8 months of time to serve.

$$\frac{16 \text{ connections} \times 8 \text{ months (128 months)}}{132 \text{ connections (Actual Holding)}} = 1 \text{ month's extension to each connection}$$

- d) If the Buyer elects to serve the amortised Minimum Period and then subsequently serves notice to terminate the Call-off Contract before expiry of the amortised Minimum Period, the Termination Fees payable in relation to the Minimum Period will be calculated as the remainder of the amortised Minimum Period.

### 2.2.3 Absolute Co-terminus End Date

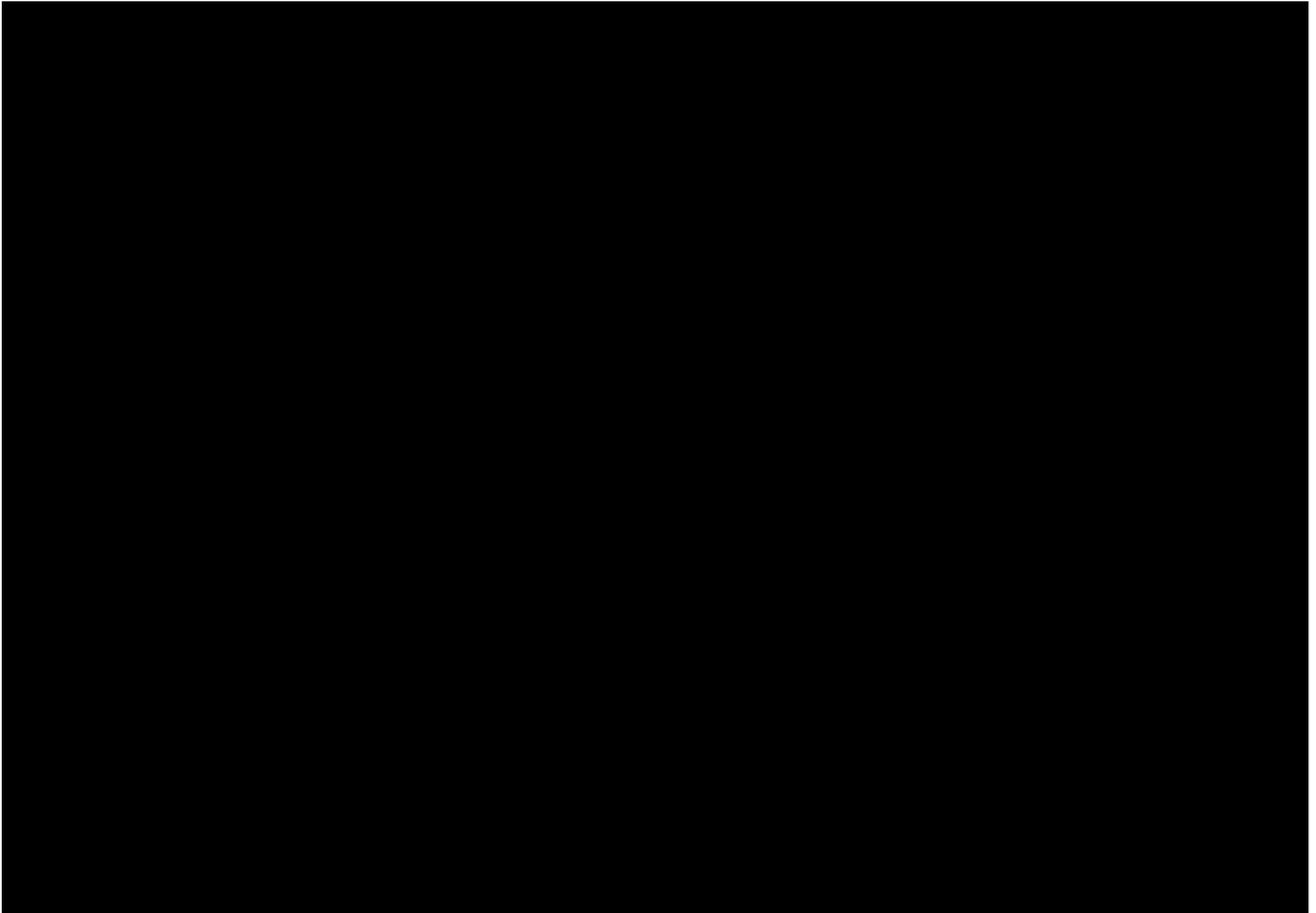
- a) This Call-off Contract is Absolute Co-terminous therefore all applicable Minimum Period(s) shall terminate upon the expiry of the Minimum Term.

## 3. MOBILE SERVICES CHARGES

- a) The Airtime Charges and associated data allowances relating to the Voice Services and Mobile Data Services are as set out below and shall apply from the Service Commencement Date:

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### 3.1 Mobile Tariffs



- a) The Buyer agrees that, in opting for the tariff(s) set out in the table above, they have chosen not to specify a billing limit in the Call-off Contract. In order for Supplier to provide the Buyer with the tariff(s) and the agreed pricing, the Buyer hereby agrees that they will not be able to opt in for a Spend Cap before the expiry of the Minimum Term. The Buyer further agrees that the reasonable notice period for the purposes of section 124S(3)(a) of the Communications Act 2003 is no less than the period remaining before the expiry of the Minimum Term, and that any request to specify a billing limit upon the expiry of that Minimum Term may only be possible if a Spend Cap enabled tariff is chosen by the Buyer.
- b) The tariffs described as 'Provisional' in the table above (where applicable) are only available on request. To add a SIM Card to any provisional tariff the Buyer shall request this in writing and Supplier shall make such tariff available within a reasonable period agreed with the Buyer.
- c) Unused mobile data allowances for individual SIM Cards cannot be carried over into the following month.
- d) Unused shared mobile data allowances can be carried over into the following month for one (1) month on all shared data bundles up to 9TB in size. For shared data bundles in excess of 9TB in size, unused data cannot be carried over into the following month.

Call-Off Ref:

Crown Copyright 2022

- e) Where the Buyer has alternate shared data allowance options, the Buyer may move all SIM Cards connected to a tariff onto a tariff with a higher shared data allowance by providing Supplier with 30 days' notice in writing. The Buyer may not move down to a tariff with a lower shared data allowance during the Minimum Term.
- f) Any shared mobile data allowance is applied to the "first" mobile number on the Buyer's account and can be shared with any nominated additional mobile numbers on that account. When a SIM Card is connected to a shared mobile data tariff, the Buyer will not retain any individual mobile data allowance that may previously have been applied to that SIM Card.
- g) Additional mobile data Bolt-ons can be added as set out in section **Error! Reference source not found.**
- h) Mobile data allowances (where applicable) will be used for all of Supplier's different types of mobile data (for example 3G/4G/Edge/HSPA) and will not differentiate between the types of mobile data they are using.
- i) Mobile data roaming in the Europe Zone will be charged as set out in the table above.
- j) The Charges set out above do not incorporate mobile data roaming rates for roaming outside the Europe Zone. Mobile Data roaming Charges for roaming outside the Europe Zone are detailed in sections **Error! Reference source not found.** and **Error! Reference source not found.**
- k) Depending on the tariff selected the Buyer may receive an alert once the mobile data allowance has been reached and be charged for the any additional mobile data used, in accordance with the terms of the tariff.
- l) 5G Services are subject to the following terms:
  - I. Upon receipt of a request from the Buyer Supplier will enable the 5G Service within a timescale to be advised, subject to the Buyer:
  - II. procuring a compatible tariff or requesting that the 5G Service be added to an existing compatible 4G tariff; and
  - III. complying with any further instructions Supplier may provide to the Buyer.
  - IV. 5G services are only available in the UK. Roaming is not currently available with the 5G services.
  - V. Supplier may elect to implement 5G speed caps at any time at its sole discretion.
  - VI. Supplier reserves the right to charge an additional monthly Charge for access to 5G Services which will be notified to the Buyer prior to the 5G Services being enabled on their SIM Card(s).
  - VII. 5G Services are only accessible via a compatible Device and SIM Card.
  - VIII. Once Supplier has provided access to the 5G Services to the Buyer, the Buyer will be able to access mobile data over the 5G network whenever there is 5G coverage available.
  - IX. Access to 5G Services will be provided at Supplier 's sole discretion, and is not currently compatible with private APNs.

### 3.2 Mobile Tariff Bolt-ons

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- a) The Bolt-ons described as 'Provisional' in **Error! Reference source not found.** above (where applicable) are only available on request. To add a provisional Bolt-on to a compatible tariff the Buyer shall request this in writing and Supplier shall make such Bolt-on available within a reasonable period agreed with the Buyer.

### 3.3 Mobile Call Charges within the UK



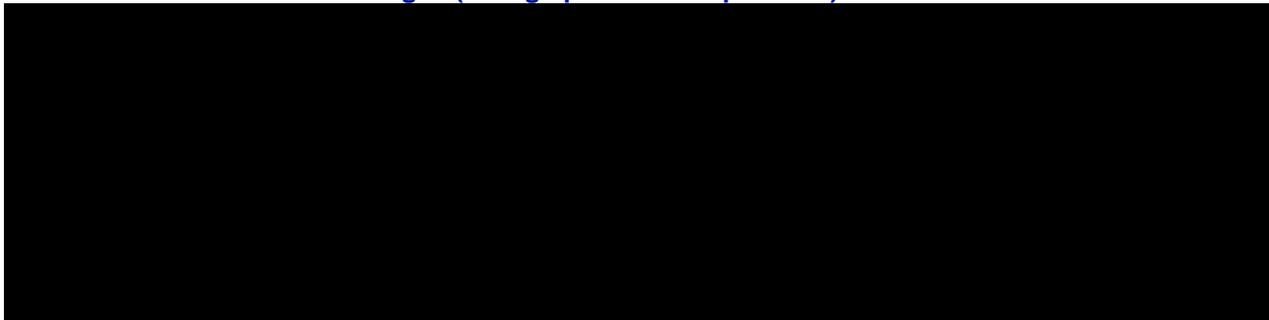
services, will be charged at the rates set out on the Supplier Website.

- b) If the Mobile Equipment supports internet-tethering then this will be included in the mobile data Services and internet-tethering usage will be charged in accordance with the tariff to which the SIM Card is connected.

### 3.4 Mobile Call Charges for international and roaming and data usage outside of the Europe Zone

- a) Mobile data roaming usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB) and 1024 GB = 1 Terabyte (TB).
- b) Mobile data roaming outside the Europe Zone will be charged in accordance with the selected bolt-on(s) as set out in section **Error! Reference source not found.** and, dependant on the bolt-on(s) selected may be subject to terms as set out within this section **Error! Reference source not found.**
- c) International call Charges shall be charged in accordance with the following table:

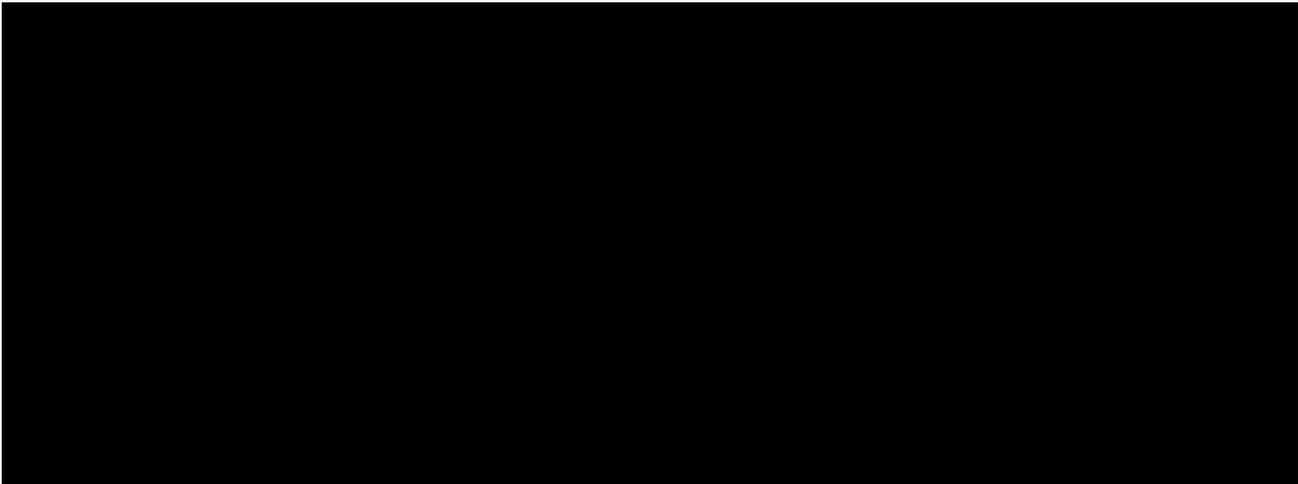
**Table 5 International call Charges (Charge per minute / per SMS)**



- d) Charges for calls and text messages from the UK to Jersey, Guernsey and the Isle of Man are available to view on the O2 Website.
- e) In the table above, and the table below, Zone 1 and Zone 2 above together are the Europe Zone. Further Zone definitions are available to view on the O2 Website.
- f) Roaming calls and SMS messages will be Charged in accordance with the following table.

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**Table 6 Roaming call Charges (Charge per minute / per SMS)**

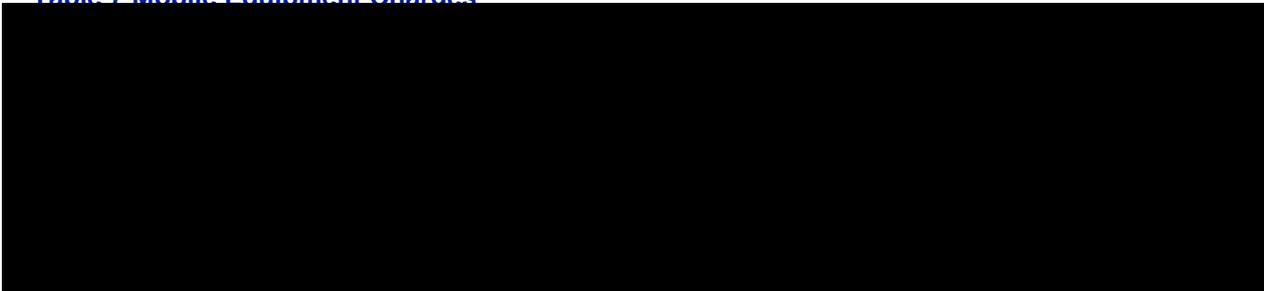


- g) Voicemail retrieval calls made within the Europe Zone will be Charged at the O2 to other network call Charge set out in section **Error! Reference source not found.** of this Commercial Schedule.
- h) Charges for calls to UK premium rate and non-geographic number (NGN) services whilst roaming will be charged (i) in the Europe Zone at the rates set out on the O2 Website or (ii) in the rest of the world at the rates set out on the O2 Website plus the call Charge in the table above.

**3.5 Mobile Equipment Charges**

- a) The Charges relating to Mobile Equipment, Accessories and associated products and Services are as detailed below:

**Table 7 Mobile Equipment Charges**



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# Mobile data and voice pricing document

Please enter any additional costs associated with DVSA's requirements in the box provided below. Please provide a description of the chargeable service and the associated monthly cost.

All costs must be submitted in GBP, exclusive of VAT.

Service description	Monthly cost	Total monthly cost
[Redacted content]		

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

### 1. Definitions

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

<p><b>“Annual Revenue”</b></p>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
<p><b>“Appropriate Authority” or “Appropriate Authorities”</b></p>	<p>means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;</p>
<p><b>“Associates”</b></p>	<p>means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;</p>

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<b>"BCDR Plan"</b>	<p>a plan which details the processes and arrangements that the Supplier shall follow to:</p> <ul style="list-style-type: none"> <li>(a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and</li> <li>(b) the recovery of the Deliverables in the event of a Disaster;</li> </ul>
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 1.3.2 of Part B of this Schedule;
<b>"Class 1 Transaction"</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>"Control"</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and <b>"Controls"</b> and <b>"Controlled"</b> shall be interpreted accordingly;
<b>"Corporate Change Event"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li> <li>(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</li> <li>(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;</li> </ul>

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	<ul style="list-style-type: none"><li>(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</li><li>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</li><li>(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</li><li>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</li><li>(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</li><li>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</li></ul>
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	(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
<b>“Critical National Infrastructure”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Service Contract”</b>	a service contract which the Buyer has categorised as a Gold Contract using the Cabinet Office Contract Tiering Tool or which the Buyer otherwise considers should be classed as a Critical Service Contract;
<b>“CRP Information”</b>	<p>means, together, the:</p> <p>Group Structure Information and Resolution Commentary; and</p> <p>UK Public Sector and CNI Contract Information;</p>
<b>“Dependent Parent Undertaking”</b>	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever

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	nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 1.3.3 of Part B of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Group Structure Information and Resolution Commentary"</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix 1 to Part C;
<b>"Parent Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Public Sector Dependent Supplier"</b>	means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of Part B of this Schedule; and

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<b>“Standard BCDR Plan”</b>	means the Supplier’s standard BCDR Plan;
<b>“Strategic Supplier”</b>	means those suppliers to government listed at  <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“Supplier's Proposals”</b>	has the meaning given to it in Paragraph 6.3 of Part B of this Schedule;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 of Part C and Appendix 2 of Part C;

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## Part A: BCDR Plan – Short Form

Unless otherwise specified in this Schedule, this Part A shall apply only to Call-Off Contracts which have been awarded via Direct Award in accordance with Framework Schedule 7 (Call-Off Contract Award Procedure).

### 1. BCDR PLAN

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Promptly (and in any event within 30 days) after the Start Date, the Supplier shall provide to the Buyer its Standard BCDR Plan.
- 1.3 The Supplier shall ensure at all times that its Standard BCDR Plan conforms with Good Industry Practice.
- 1.4 The Supplier may from time to time during the Contract Period review, update, and/or test its Standard BCDR Plan. The Supplier shall ensure that any use by it or any Subcontractor of "live" Buyer Data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 1.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test of its Standard BCDR Plan, provide to the Buyer a report setting out:
  - 1.5.1 the outcome of the test;
  - 1.5.2 any failures in the Standard BCDR Plan (including the Standard BCDR Plan's procedures) revealed by the test; and
  - 1.5.3 the Supplier's proposals for remedying any such failures.
- 1.6 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke its Standard BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the Standard BCDR Plan only with the prior consent of the Buyer.
- 1.7 To the extent the Standard BCDR Plan contains processes, procedures, and/or other content which is designed to permit the continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier, the Standard BCDR Plan shall be invoked by the Supplier:

where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or

where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

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## **Part B: BCDR Plan – Long Form**

**Not Used**

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## Part C: Corporate Resolution Planning

This Part C shall apply to all Call-Off Contracts.

### 1. Service Status and Supplier Status

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

### 2. Provision of Corporate Resolution Planning Information

- 2.1 Paragraphs 2 to 4 of this Part C shall apply if the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of this Part C or the Supplier is or becomes a Public Sector Dependent Supplier.
- 2.2 Subject to Paragraphs 2.6, 2.10 and 2.11 of this Part C:
  - 2.2.1 where the Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Effective Date; and
  - 2.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.
- 2.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part C:
  - 2.3.1 is full, comprehensive, accurate and up to date;
  - 2.3.2 is split into two parts:
    - (a) Group Structure Information and Resolution Commentary;
    - (b) UK Public Service / CNI Contract Information and is structured and presented in accordance with the requirements and explanatory notes set out at Annex I of the latest published version of the Resolution Planning Guidance published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-outsourcingplaybook> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
  - 2.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate

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- Authority or Appropriate Authorities to understand and consider the information for approval;
- 2.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
- 2.3.5 complies with the requirements set out at Appendix 1 (Group Structure Information and Resolution Commentary) and Appendix 2 (UK Public Sector / CNI Contract Information) respectively.
- 2.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 2.2, 2.8 and 2.9 of this Part C, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approves the CRP Information or that the Appropriate Authority or Appropriate Authorities rejects the CRP Information.
- 2.5 If the Appropriate Authority or Appropriate Authorities rejects the CRP Information:
- 2.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
- 2.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 2.3 to 2.5 of this Part C shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure under Clause 34 of the Core Terms at any time.
- 2.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Department or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Department and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 2.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 2.2 of this Part C if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

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- 2.7 An Assurance shall be deemed Valid for the purposes of Paragraph 2.6 of this Part C if:
- 2.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
  - 2.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Contract had then been in force) have occurred since the date of issue of the Assurance.
- 2.8 If the Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 2.8.3 of this Part C its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:
- 2.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 2.11 of this Part C) unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Joint Schedule 7 (Financial Distress) (if applicable);
  - 2.8.2 within 30 days of a Corporate Change Event unless not required pursuant to Paragraph 2.10 of this Part C;
  - 2.8.3 within 30 days of the date that:
    - (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 2.10 of this Part C; or
    - (b) none of the credit rating agencies specified at Paragraph 2.10 of this Part C hold a public credit rating for the Supplier or any of its Parent Undertakings; and
  - 2.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:
    - (a) updated CRP Information has been provided under any of Paragraphs 2.8.1 2.8.2 or 2.8.3 of this Part C since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 2.8.4 of this Part C; or
    - (b) unless not required pursuant to Paragraph 2.10 of this Part C.
- 2.9 Where the Supplier is a Public Sector Dependent Supplier and the Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 2.8.1 to 2.8.4 of this Part C, the Supplier shall provide at the request of

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the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 2.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

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

2.10.1 Aa3 or better from Moody's;

2.10.2 AA- or better from Standard and Poors;

2.10.3 AA- or better from Fitch,

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 7.1 of Annex 3 to Joint Schedule 7 (Financial Distress), if applicable) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 2.10 of this Part C, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 2.8 of this Part C.

2.11 Subject to Paragraph 4 of this Part C, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 2.8 of this Part C.

### **3. Termination Rights**

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

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

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

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

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#### **4. Confidentiality and usage of CRP Information**

- 4.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.
- 4.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 4.1 of this Part C and Clause 15 of the Core Terms.
- 4.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 2 of this Part C subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.
- 4.4 Where the Supplier is unable to procure consent pursuant to Paragraph 4.3 of this Part C, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
- 4.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
  - 4.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
    - (a) summarising the information;
    - (b) grouping the information;
    - (c) anonymising the information; and
    - (d) presenting the information in general terms
- 4.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

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## **Appendix 1: Group structure information and resolution commentary**

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

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## Appendix 2: UK Public Sector / CNI Contract Information

1. The Supplier shall:
  - 1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
    - 1.1.1 are with any UK public sector bodies including: central Government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police fire and rescue, education bodies and the devolved administrations;
    - 1.1.2 are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in paragraph 1.1.1 of this Appendix 2 and where the member of the Supplier Group is acting as a key sub-contractor under the agreement with the end recipient; or
    - 1.1.3 involve or could reasonably be considered to involve CNI;
  - 1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link.

# Call-Off Schedule 9 (Security)

## Part A: Short Form Security Requirements

### 1. Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li> <li>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li> </ul> <p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

### 2. Complying with security requirements and updates to them

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

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also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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

### 3. Security Standards

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

### 4. Security Management Plan

#### 4.1 Introduction

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

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### 4.2 Content of the Security Management Plan

#### 4.2.1 The Security Management Plan shall:

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

### 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little

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time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

### 4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Deliverables and/or associated processes;
- c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 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.

## 5. Security breach

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

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- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
  - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
  - c) prevent an equivalent breach in the future exploiting the same cause failure; and
  - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Call-Off Schedule 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 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.
- 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.

## Call-Off Schedule 14 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits (in respect of Lot 2, Lot 3 and Lot 4 Deliverables only) specified in the Annexes to Part A of this Schedule and/or any Order Form being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule and in any Order Form; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annexes to Part A of this Schedule or the Order Form (as applicable).

### 2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle CCS and the Buyer to the rights set out in Part A of this Schedule. The Supplier further acknowledges that those rights in respect of any Service Level Failure will include, where agreed in an Order Form in respect of Lot 2, Lot 3 and/or Lot 4 Deliverables, Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to: (i) CCS in respect of the Service Levels for Lot 1; and (ii) the Buyer in respect of the Lot 2, 3 & 4 Service Levels in accordance with the provisions of Part B (Performance Monitoring) of this Schedule, detailing the level of service which was achieved.

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- 2.4 Where Service Credits have been agreed, a Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, CCS or the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's or Buyers' business requirements and/or priorities or to reflect changing industry standards; and
- 2.5.3 there is no change to the Service Credit Cap.

**3. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

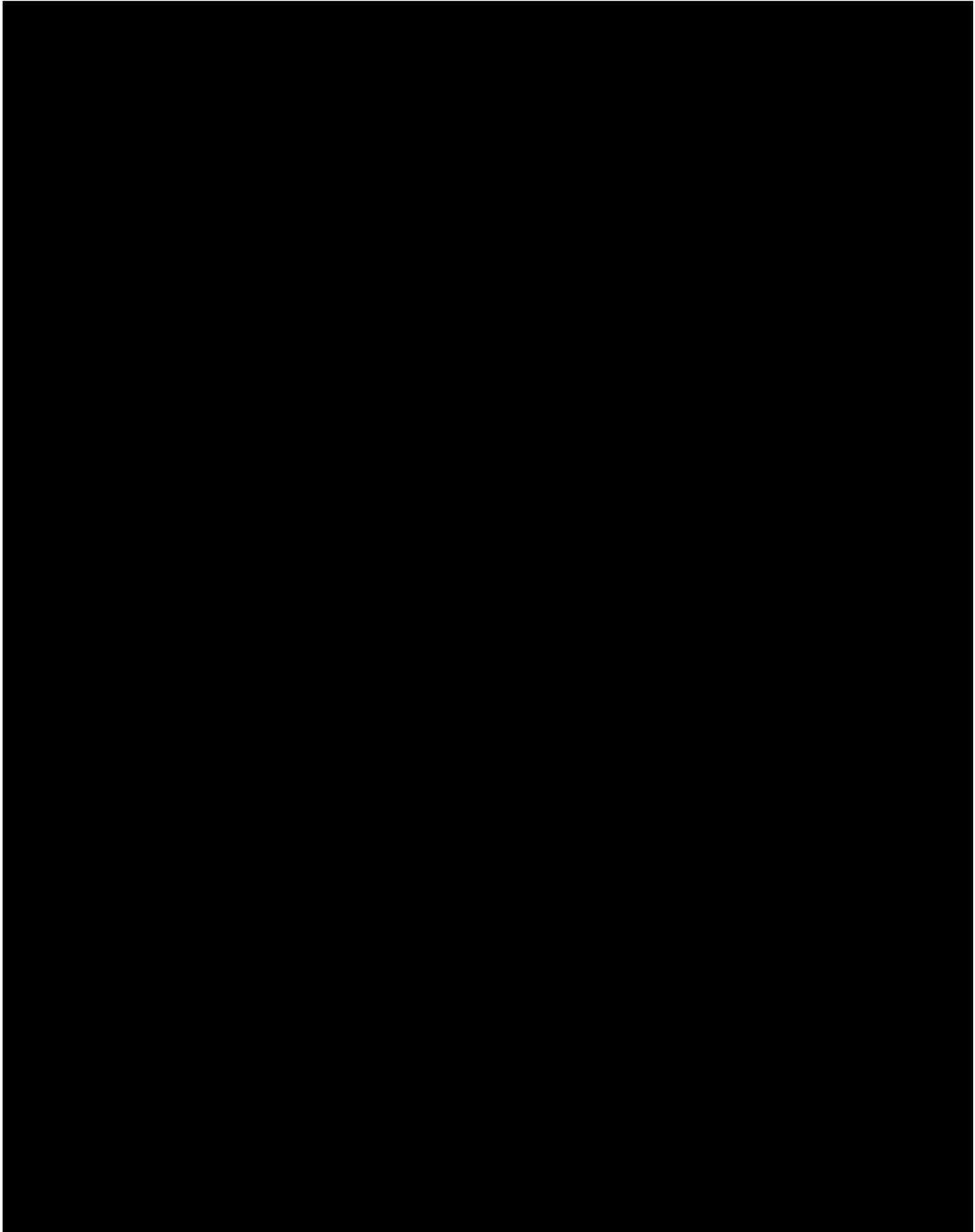
the Supplier shall immediately notify: (i) the CCS Authorised Representative in writing in relation to any failure in respect of Lot 1 Service Levels; or (ii) the Buyer in writing in relation to any failure in respect of Lot 2, 3 or 4 Service Levels. CCS or the Buyer (as applicable), in its absolute 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 of the failure and to rectify or prevent a Service Level 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 Credits (applicable to Lot 2, Lot 3 and Lot 4 only)**

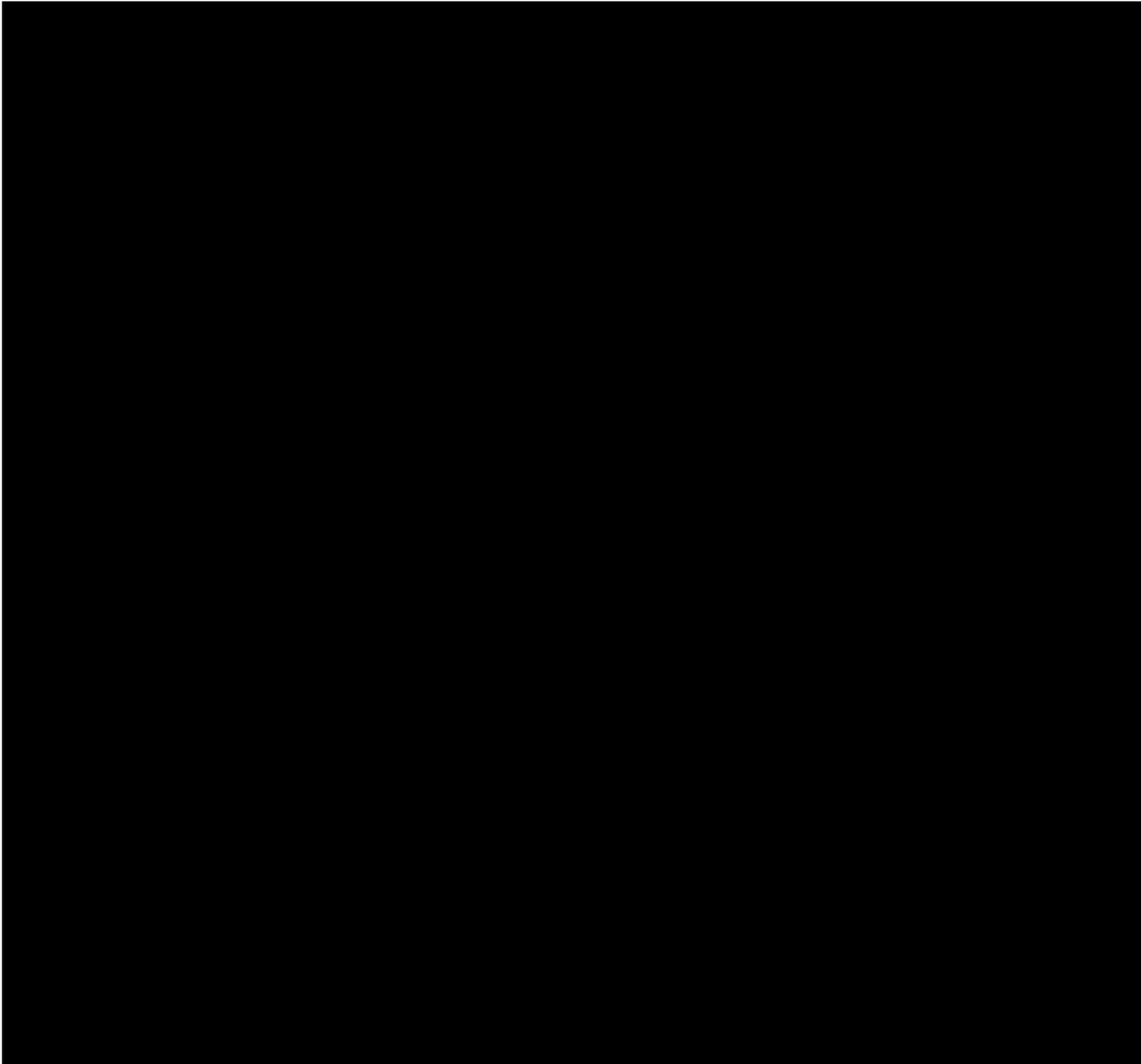
- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annexes to Part A of this Schedule and as otherwise agreed in the Order Form.

## **Annex A to Part A: Service Levels for Lot 1**



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**Definitions:**

**Coverage:** Availability is Cell Site Availability offering access to the Mobile Communications (total no. of hours not operational / total no. of hours x 100%)

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Agreement at call off level can include reduced areas of interest e.g. region rather than national and/or inclusion of specific areas of interest

**LTE Accessibility:** Availability to access the LTE network/bearer

**LTE Retainability:** Availability of remaining to be connected to the LTE network/bearer

**Call Setup Success Rate:** Ability to set up a call with a normal closure code

**LTE Data Download:** Average Download

**Incident Management Fix Times, Priority One:** Total loss of service impacting a customer (greater than 80% of Users from accessing the Service) where a wider network issue is impacting the majority (>80%) of the suppliers customers

**Incident Management Fix Times, Priority Two:** Total loss or partial loss of service impacting a customer (greater than 50% of Users from accessing the Service) where a wider network issue is impacting many (>50%) of the suppliers customers, and or loss of coverage at a key strategic location (as agreed between the parties)

**Incident Management Fix Times, Priority Three:** Loss or partial loss of service which has a substantial impact on a customer ability to carry out its duties, and impacting more than 10% of Users

**Incident Management Fix Times, Priority Four:** Partial loss or restriction of services which has moderate impact on the Customer to carry out its duties, and impacting less than 10% of Users

## 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 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 in respect of the relevant Service Period just ended:
  - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.2.3 details of any Critical Service Level Failures;
  - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 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 minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 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

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- 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.

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## Framework Special Terms

Framework Special Terms		
Special Term 1	Add new Clause 2.11: “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”	
Special Term 2	Clause 3.2.2 of the Core Terms shall be deleted and replaced with the following: “Not used.”	
Special Term 3	Clause 3.2.11 of the Core Terms shall be deleted and replaced with the following: “Not used.”	
Special Term 4	Clause 7.4 of the Core Terms shall be deleted and replaced with the following; ”If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises”	
Special Term 5	Clause 8.7 of the Core Terms shall be deleted and replaced with the following: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, those warranties and indemnities provided by third parties that are specifically associated with and particular to the Deliverables provided to the Buyer. Where any such warranties are held on trust, the Supplier shall enforce such warranties as required by the Supplier on the Buyer’s behalf in order to provide the Services and shall do so in accordance with any reasonable directions that the Buyer may notify from time to	

## Core Terms

		time to the Supplier.”
	Special Term 6	<p>Clause 10.2.2 of the Core Terms shall be deleted and replaced with the following:</p> <p>“Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier’s reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.6.1 to 10.6.5 will apply.</p>
	Special Term 7	<p>Clause 11.2 of the Core Terms shall be amended as follows:</p> <p>The words “£5 million” shall be deleted and replaced with the words “£1 million”</p>
	Special Term 8	<p>Clause 14.1 of the Core Terms shall be deleted and replaced with the following:</p> <p>“The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).”</p>
	Special Term 9	<p>The following shall replace Clause 14.4 of the Core Terms:</p> <p>“The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management and for Call-Off Contracts that it will comply with the relevant Buyer’s requirements in respect of Call-Off Schedule 9.”</p>
	Special Term 10	<p>The following text shall be inserted at the end of Clause 24.2 of the Core Terms:</p>

## Core Terms

		<p>“If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn’t agree to before the Impact Assessment began.”</p>
	<p>Special Term 11</p>	<p>The following text shall be inserted at the end of Clause 24 of the Contract:</p> <p><b>“Optional Services</b></p> <p>(a) 24.9 The Buyer may from time to time and to the extent permitted by the Regulations require the Supplier to provide any or all of the Optional Services at any time by giving notice to the Supplier in writing. The Supplier acknowledges that the Buyer is not obliged to take any Optional Services from the Supplier and that nothing shall prevent the Buyer from receiving services that are the same as or similar to the Optional Services from any third party. The Buyer is responsible for ensuring that it has complied with all aspects of the Regulations in requesting and receiving Optional Services from the Supplier.</p> <p>24.10 If a Variation is requested, the Supplier shall, as part of the Impact Assessment provided by the Supplier in relation to such Variation, provide details of the impact (if any) that the proposed Variation will have on the relevant Optional Services.</p> <p>24.11 Following receipt of the Buyer’s notice pursuant to Clause 24.9:</p> <p>(a) the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Variation Procedure, modified to reflect the fact that the terms and conditions on which the Supplier shall provide the relevant Optional Services have already been agreed;</p>

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Core Terms

		<ul style="list-style-type: none"><li>(b) the Supplier shall implement and Test the relevant Optional Services in accordance with the Optional Services Implementation Plan;</li><li>(c) any additional charges for the Optional Services shall be incorporated in the Charges;</li><li>(d) the Supplier shall, from the date agreed by the Parties in writing, provide the relevant Optional Services to meet or exceed the Performance Indicators applicable to the Optional Services (if relevant).</li></ul>
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Service

# Core Terms

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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# 1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

# 2. How the contract works

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

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

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

### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

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

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

### **3.2 Goods clauses**

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

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

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

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

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

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- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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## 4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
  - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
  - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
  - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
  - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
  - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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## 5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

## 6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

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

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

## **7. Supplier staff**

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

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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## 8. Rights and protection

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

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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## 9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
  - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

## 10. Ending the contract or any subcontract

### 10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Framework Ref: RM6261  
Project Version: v2.1  
Model Version: v3.8

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

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Law.

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

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

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

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

### **10.3 Rectification plan process**

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

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

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

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

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

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

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

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

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

Framework Ref: RM6261

Project Version: v2.1

Model Version: v3.8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

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

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

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

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

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

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

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

11.3 No Party is liable to the other for:

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

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

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;

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

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- (d) its obligation to pay the required Management Charge or Default Management Charge.
  
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
  
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
  
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
  
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
  - (a) Deductions; and
  - (b) any items specified in Clauses 11.5 or 11.6.
  
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

## **12. Obeying the law**

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

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## 13. Insurance

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

## 14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
  - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
  - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
  - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

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- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 15. What you must keep confidential

### 15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

### 15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;

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

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

15.6 Transparency Information is not Confidential Information.

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

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

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- (a) publish the Transparency Information;
- (b) comply with any Freedom of Information Act (FOIA) request; and/or
- (c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

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

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

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

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

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

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

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

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

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

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

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## 22. Giving up contract rights

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

## 23. Transferring responsibilities

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

## 24. Changing the contract

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

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

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

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

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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action, arbitration or dispute resolution.

## 26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
  - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
  - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

## 27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2);  
or
  - (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

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

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

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

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

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

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

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

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

- (a) protections against discrimination on the grounds of race, sex, gender reassignment,

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

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- religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;  
and
  - (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **29. Health and safety**

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
  - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

- 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## **31. Tax**

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

- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5

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

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million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

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

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

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

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

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

## 32. Conflict of interest

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

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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Interest happens or is expected to happen.

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

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

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

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

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

## **34. Resolving disputes**

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

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

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

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

- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to

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be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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

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

## **35. Which law applies**

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

## Joint Schedule 5 (Corporate Social Responsibility)

### Part A

#### 1. Definitions

<b>“Corporate Social Responsibility Reports”</b>	written reports which the Supplier must complete and provide to the Buyer in accordance with Part B of this Schedule;
<b>“Carbon Reduction Plan”</b>	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gases, as per PPN 06/21;
<b>“Modern Slavery Helpline”</b>	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://www.modernslaveryhelpline.org/report">https://www.modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700;
<b>“Prohibited Items”</b>	means those items set out in Table A which the Supplier must not use in its performance of the Contract; and
<b>“Waste Hierarchy”</b>	<p>means prioritisation of waste management in the following order of preference:</p> <ul style="list-style-type: none"> <li>(a) prevention – by using less material in design and manufacture. Keeping products for longer;</li> <li>(b) preparing for re-use – by checking, cleaning, repairing, refurbishing, whole items or spare parts;</li> <li>(c) recycling – by turning waste into a new substance or produce, including composting if it meets quality protocols;</li> <li>(d) other recovery – through anaerobic digestion, incineration with energy recovery, gasification and pyrolysis which produce energy (fuels, heat and power) and materials from waste; some backfilling; and</li> <li>(e) disposal - Landfill and incineration without energy recovery.</li> </ul>

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### 1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with the government.  
*([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf))*
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

### 2. Equality and Accessibility

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

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

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

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

### **4. Income Security**

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

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

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- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

### **5. Working Hours**

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

### **6. Environmental Requirements**

- 6.1 The Supplier shall comply in all material respects with all applicable environmental laws, permits and regulations in force in relation to the Contract.
- 6.2 The Supplier warrants that it has complied with the principles of ISO 14001 standards throughout the Term.

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- 6.3 The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

## **Part B – Sustainability and Reporting**

### **1. Sustainability Requirements**

- 1.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 1.2 The Supplier shall use reasonable endeavours to avoid the use of paper and card in carrying out its obligations under this Contract. Where unavoidable under reasonable endeavours, the Supplier shall ensure that any paper or card deployed in the performance of the Services consists of one hundred percent (100%) recycled content and used on both sides where feasible to do so.
- 1.3 The Supplier shall complete and provide CCS with a Carbon Reduction Plan.
- 1.4 The Supplier shall progress towards carbon net zero during the lifetime of the framework.

### **2. Social Value Requirements**

- 2.1 The Supplier shall complete the Corporate Social Responsibility Report at Paragraph 3 of this Part B in relation its performance on meeting any Social Value obligations agreed to for the provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 2.2 The Supplier shall use their best endeavours, as an organisation, to deliver environmental sustainability and protection in the provision of the Deliverables by establishing and delivering against credible targets for delivering energy efficiency throughout the lifetime of the framework.
- 2.3 The Supplier shall use their best endeavours, as an organisation, to address inequality in employment, skills and pay by supporting disadvantaged, underrepresented and minority groups into employment throughout the lifetime of the framework.
- 2.4 The Supplier shall use their best endeavours, as an organisation, to promote new opportunities and engage with new and small organisations (e.g. SMEs and VCSEs), to help them grow, supporting their development throughout the lifetime of the framework.

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### **3. Reporting Requirements**

- 3.1 The Supplier shall complete the Corporate Social Responsibility Report in relation to its provision of the Deliverables under this Contract and provide the Corporate Social Responsibility Report to the Buyer on the date and frequency outlined in Table A of this Part B.
- 3.2 The Supplier shall provide the baseline data contained within table B(1) – Baseline data to facilitate subsequent measurement throughout the lifetime of the framework. The information required to populate table B(1 and annually thereafter.) will be provided to CCS within 10 calendar days of the submission of a request by CCS.
- 3.3 The Supplier shall complete the Framework Performance Indicator Submission Form at the frequency outlined in Table B of this Part B and return to CCS. The Supplier shall include in the Framework Performance Indicator Submission Form the content specified within Table B.
- 3.4 The Supplier shall attend Supplier Relationship Meetings with CCS at such times and frequencies as CCS determine from time to time to discuss the information contained in the Framework Performance Indicator Submission Forms. The information will be used to measure progress of social value activity.
- 3.5 In the event CCS develops an alternative social value measurement tool during the lifetime of the framework, the Performance Indicator measures described at Table B will be superseded by that tool.

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**Table A**

Report Name	Content of Report	Frequency of Report
[Sustainability]	<ul style="list-style-type: none"> <li>a. the key sustainability impacts identified;</li> <li>b. sustainability improvements made;</li> <li>c. actions underway or planned to reduce sustainability impacts;</li> <li>d. contributions made to the Buyer's sustainability policies and objectives;</li> <li>e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and</li> <li>f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.</li> </ul>	[On the [anniversary]of the Effective Date]
[Greenhouse Gas Emissions]	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at <a href="https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses">https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses</a>	[On the anniversary of the Effective Date]

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Water Use	Volume in metres cubed.	On the anniversary of the Effective Date
Energy Use	<p>Separate energy consumption figures for:</p> <ul style="list-style-type: none"> <li>a. assets deployed on the Supplier's site;</li> <li>b. assets deployed on the Authority's site;</li> <li>c. assets deployed off-site; and</li> <li>d. energy consumed by IT assets and by any cooling devices deployed.</li> </ul> <p>Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.</p>	On the anniversary of the Effective Date
Social Value	In accordance with Social Value requirements in section 11 of NFC163 Attachment 3 – Statement of Requirements.	On the anniversary of the Effective Date

**Table B – Submission to CCS**

Report Name	Content of Report	Frequency of Report
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<p>Framework Performance Indicator</p> <p>Submission Form – Modern Slavery section</p>	<p>MSAT completion and progress recorded against the following 6 areas:</p> <ul style="list-style-type: none"> <li>● Governance</li> <li>● Policies and Procedures</li> <li>● Risk Assessment and Management</li> <li>● Due Diligence</li> <li>● Training</li> <li>● KPI</li> </ul>	<p>Annually</p>
<p>Framework Performance Indicator</p> <p>Submission Form – Carbon Net Zero</p>	<p>The Supplier to demonstrate progression towards carbon net zero by reporting on the below areas</p> <ul style="list-style-type: none"> <li>● Number of carbon reduction activities that your organisation has taken to progress your carbon reduction plan</li> <li>● Number of RM6261 carbon reduction activities that benefit the Buyer</li> <li>● List the top 3 carbon reduction activities completed for non RM6261 contracts</li> </ul>	<p>Annually</p>
<p>Framework Performance Indicator</p> <p>Submission Form – Apprenticeships</p>	<p>Supplier shall submit data demonstrating how they are progressing apprenticeships within their organisation</p> <ul style="list-style-type: none"> <li>● Number of apprenticeships started</li> <li>● Cumulative number of apprenticeships ongoing</li> <li>● Number of apprenticeships concluded</li> <li>● Number of apprenticeships retained</li> </ul>	<p>Annually</p>
<p>Framework Performance Indicator</p>	<p>To demonstrate that suppliers are redressing workforce imbalance within their organisation</p>	<p>Annually</p>

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Submission Form – Diversity & Inclusion	<ul style="list-style-type: none"> <li>● Representation of women</li> <li>● Representation of ethnic minorities</li> <li>● Representation of staff who identify as having a disability</li> <li>● Representation of prison leavers</li> <li>● Representation of LBTQIA+</li> </ul>	
Framework Performance Indicator Submission Form – SMEs/VCSEs	<p>To demonstrate that Suppliers are engaging with and developing SMEs/VCSES</p> <ul style="list-style-type: none"> <li>● Number of SMEs/VCSES within your supply chain for RM6261</li> <li>● Number of SME/VCSEs within your supply chain delivering services on RM6232 contracts</li> <li>● How many sub-contract opportunities have there been within the reporting period</li> <li>● Of the sub-contract opportunities, how many were awarded to a SMEs</li> </ul>	Annually

Table B(1) – Baseline data

Report Name	Content of Report	Frequency of Report
Apprenticeships baseline data	<p>The Supplier shall submit data demonstrating:</p> <ul style="list-style-type: none"> <li>● % of apprentices in their current workforce</li> <li>● % conversion rate of apprentices retained when an apprenticeship concludes</li> </ul>	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

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

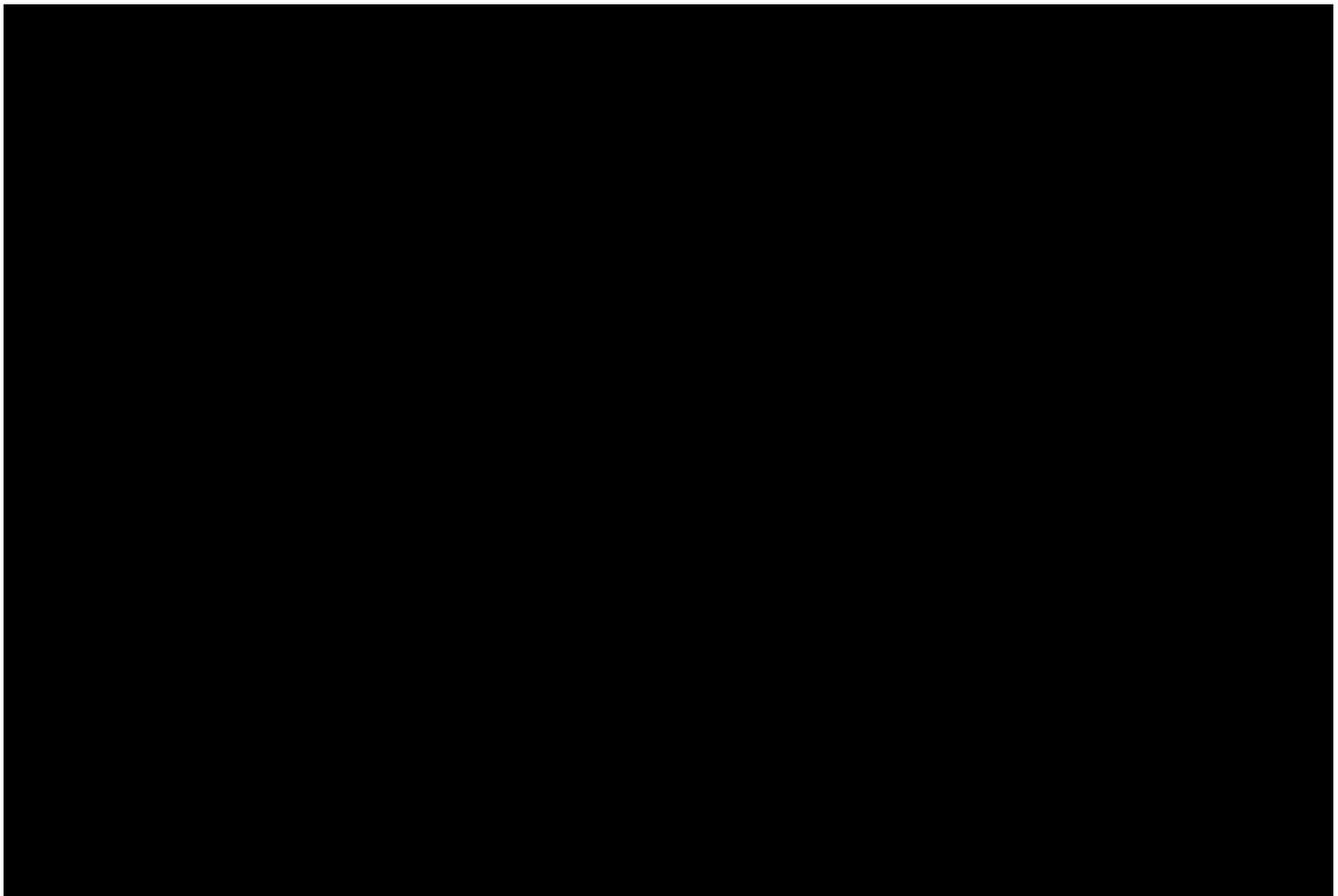
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Diversity of Workforce baseline data	<p>The Supplier shall submit baseline figures of their current UK workforce:</p> <ul style="list-style-type: none"> <li>• Representation of women</li> <li>• Representation of ethnic minorities</li> <li>• Representation of staff who identify as having a disability</li> <li>• Representation of prison leavers</li> <li>• Representation of LBTQIA+</li> </ul>	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter
SMEs/VCSEs baseline data	The Supplier shall produce and submit a SME / VCSE engagement strategy detailing how they intend to retain and develop SMEs/VCSEs within their supply chain.	To be provided to CCS within 10 calendar days of the submission of a request and annually thereafter

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



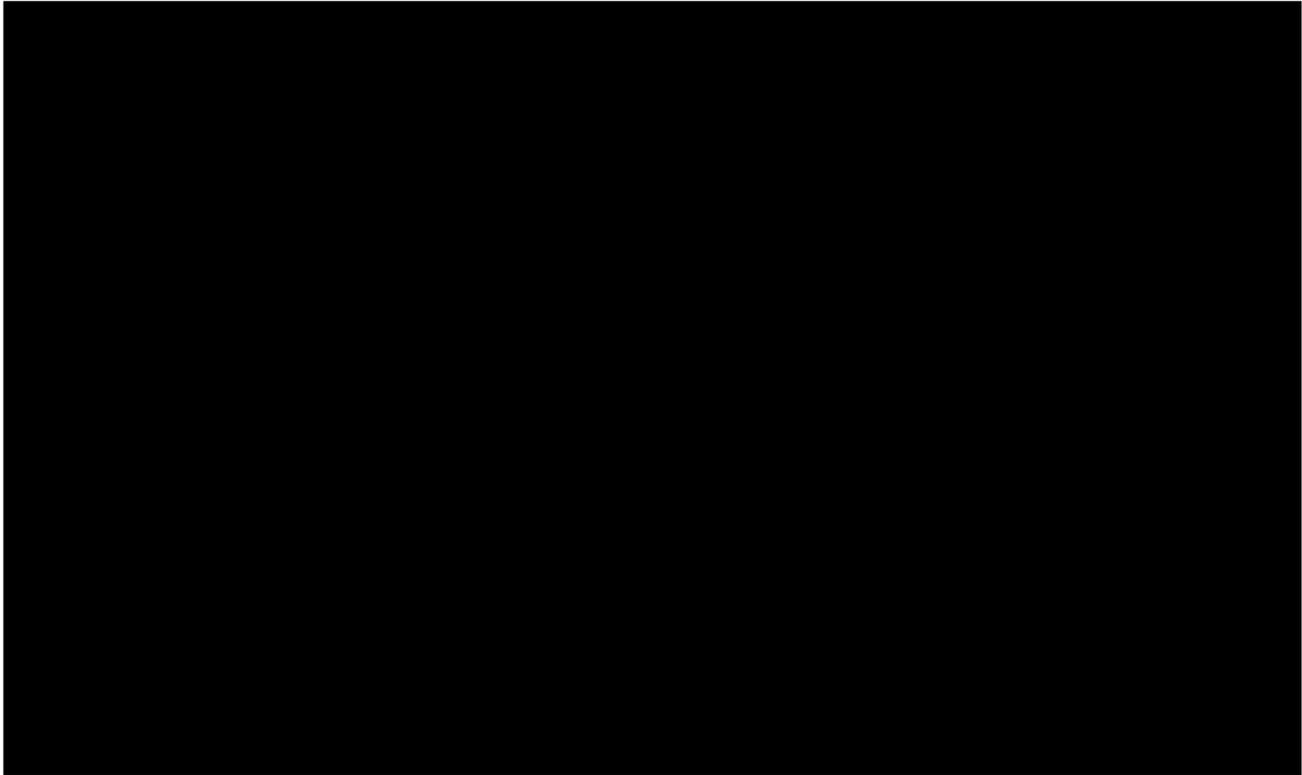
### **VMO2 Responses to DVSA Mobile voice and data**



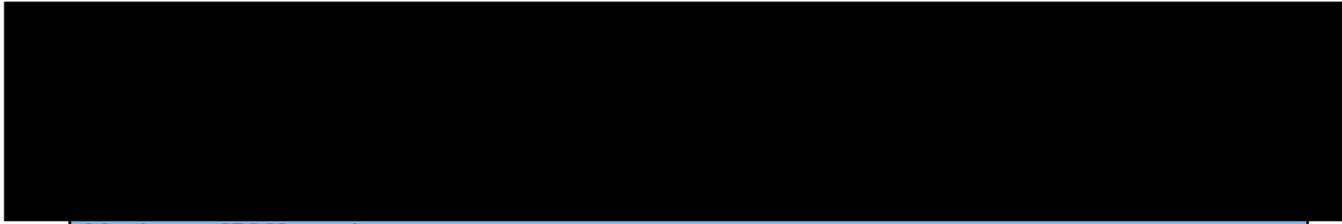
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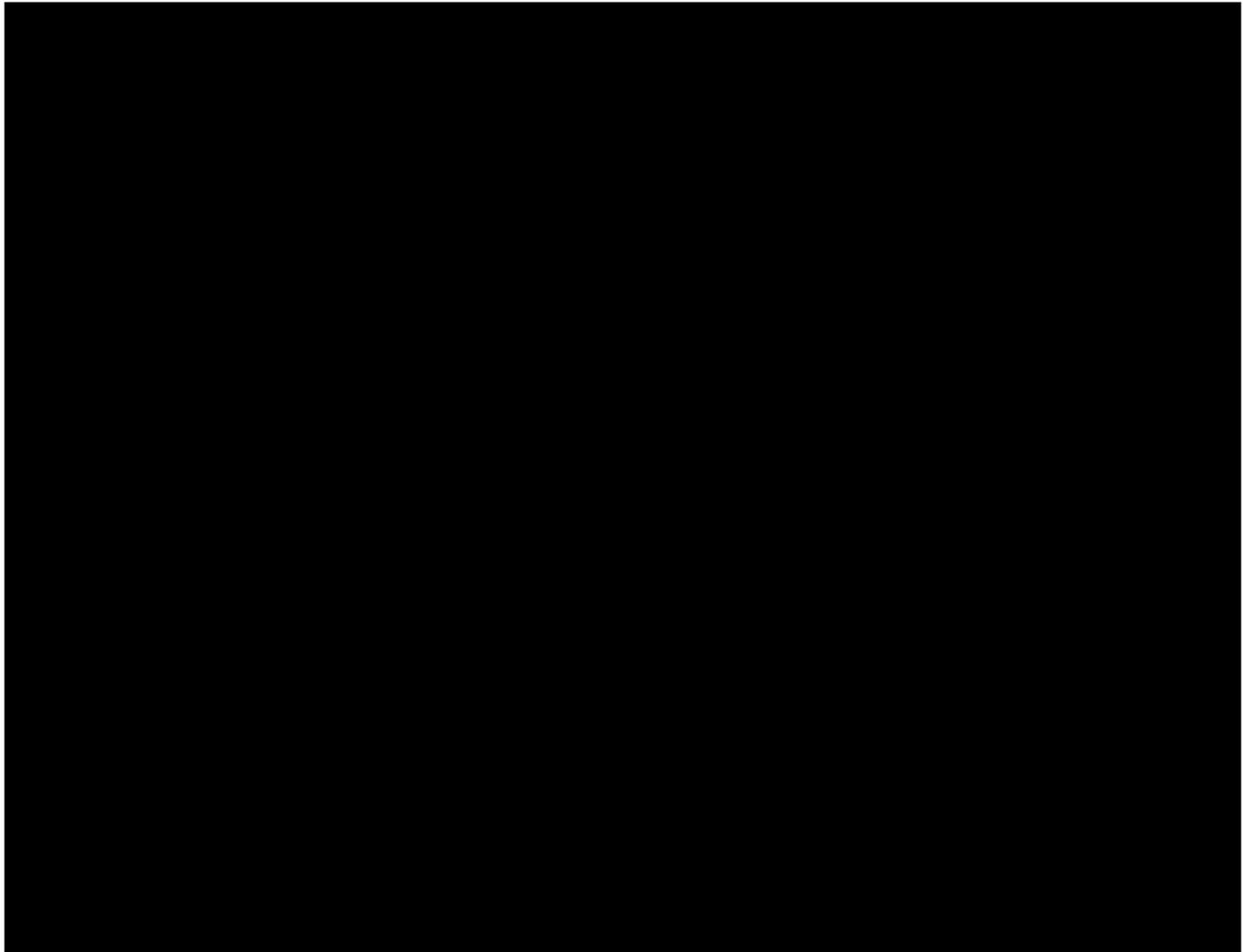
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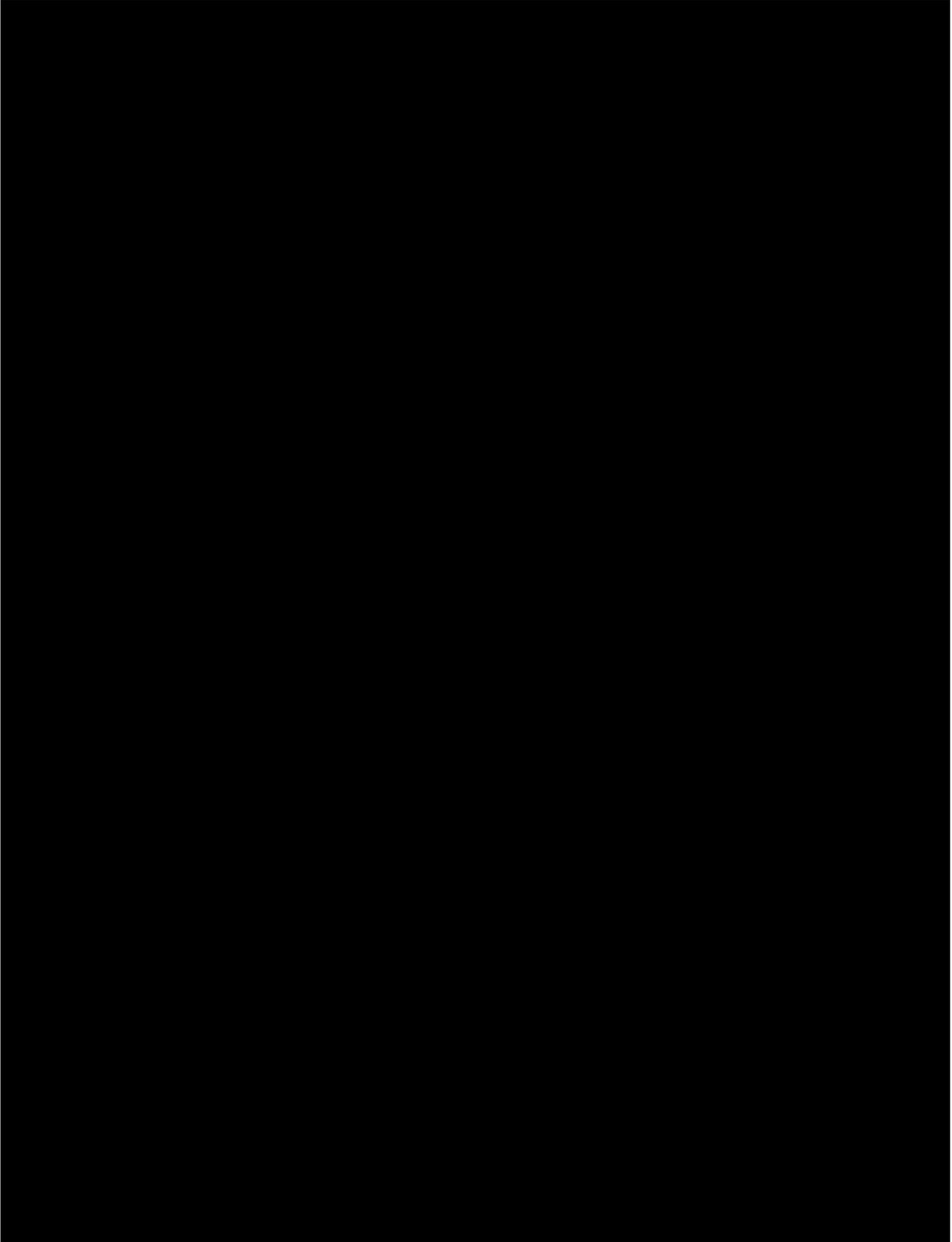
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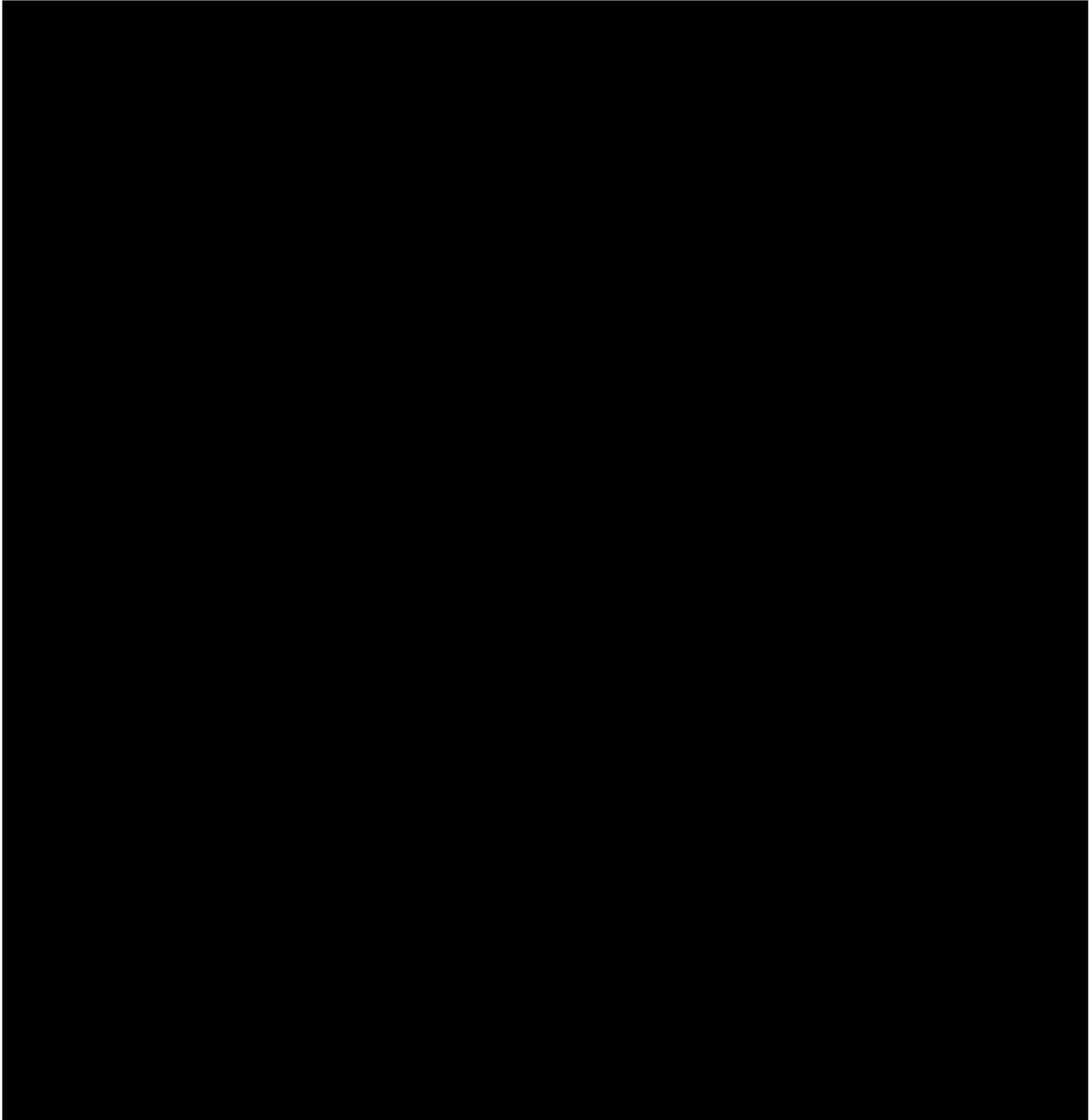
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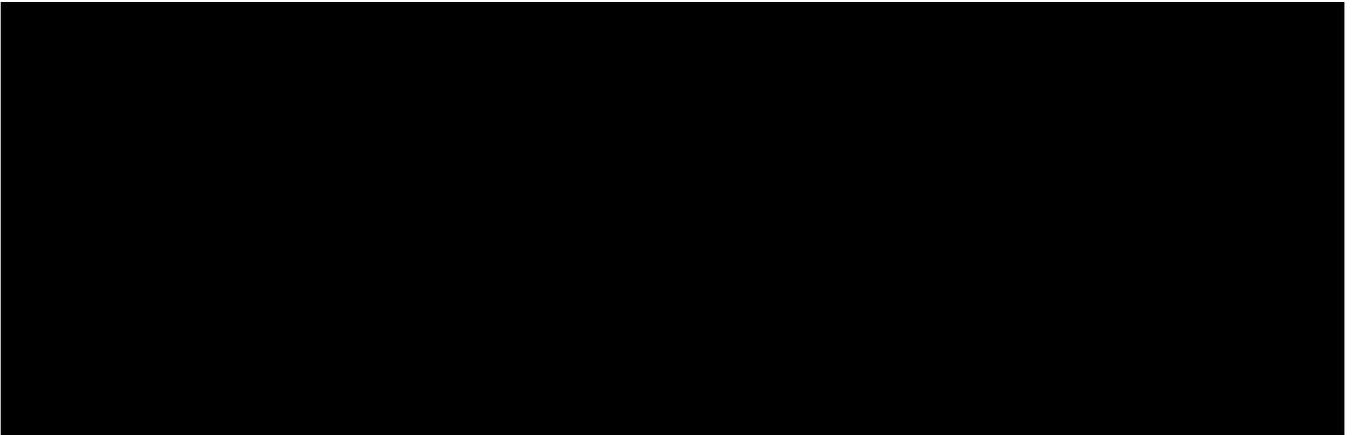
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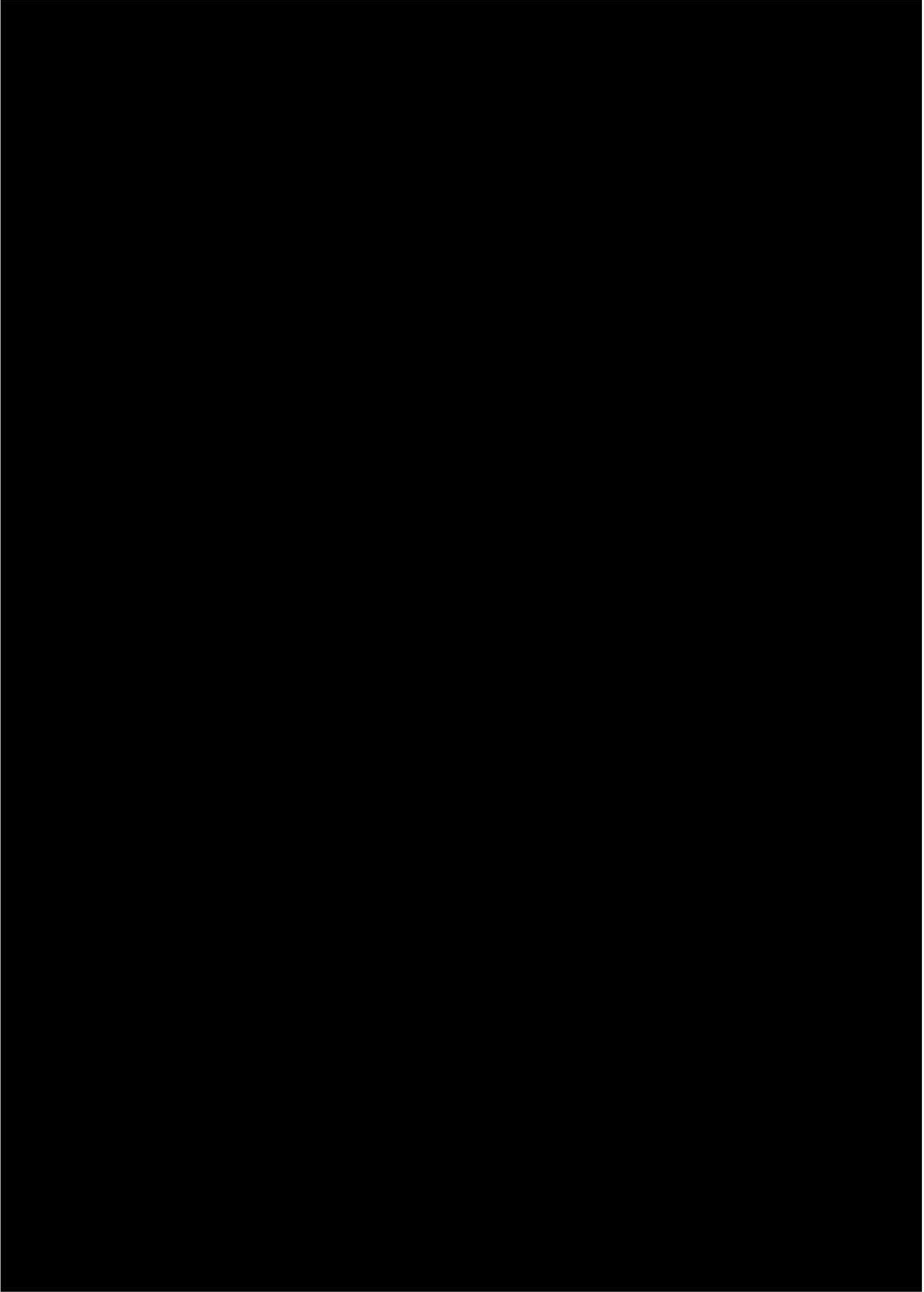
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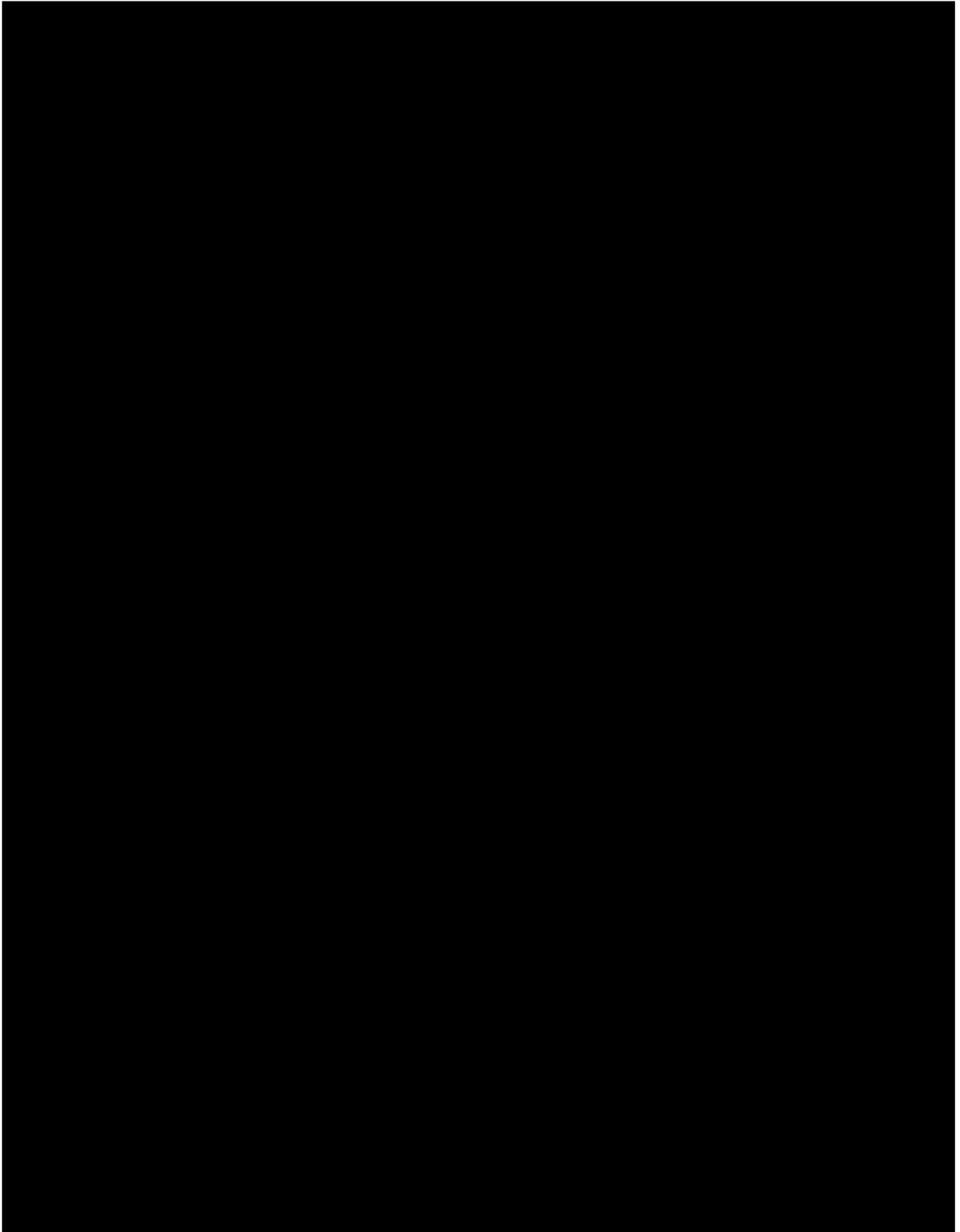
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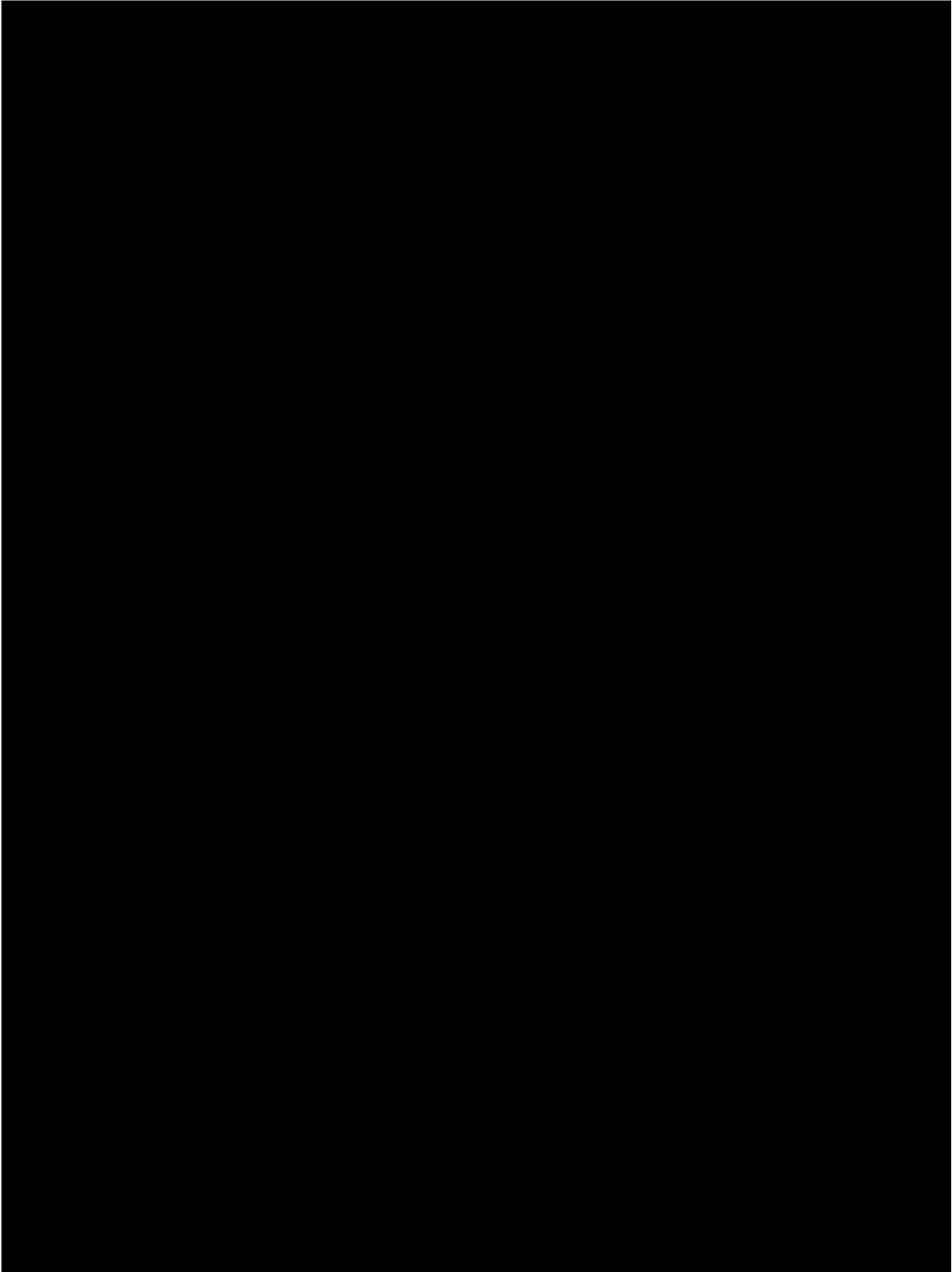
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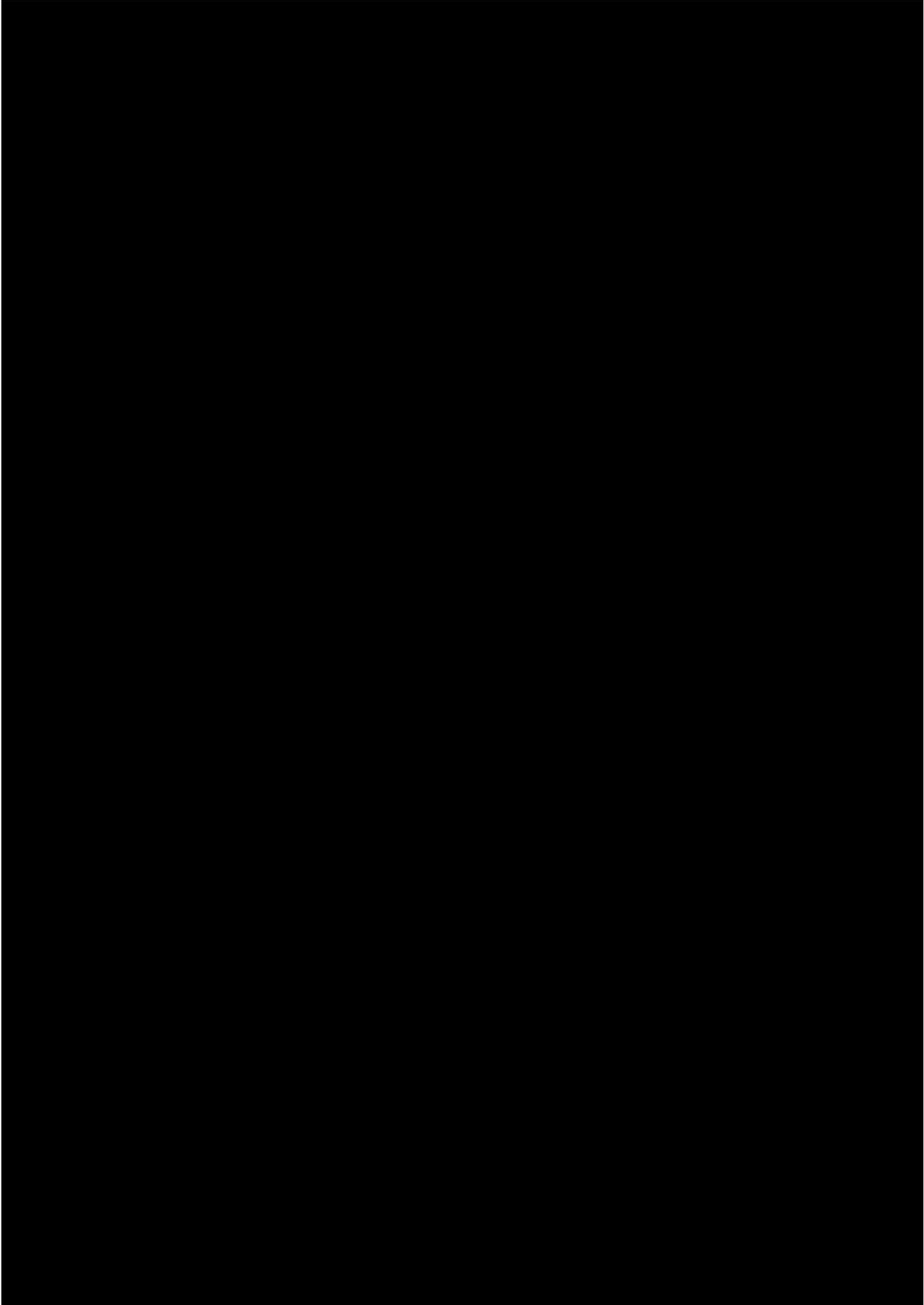
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Maximum [1000] words

**Further Competition**  
**For**  
**DVSA Mobile voice and Data**

**Contract: K280022084**  
**Under Framework**  
**RM6261 Mobile voice and data**  
**Services**

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2022

1	GLOSSARY.....	51
2	INTRODUCTION.....	52
3	BACKGROUND TO THE REQUIREMENT.....	53
4	SCOPE.....	53
5	OVERVIEW OF INVITATION TO TENDER.....	54
6	FURTHER COMPETITION TIMETABLE.....	55
7	QUESTIONS AND CLARIFICATIONS.....	56
8	PRICE.....	56
9	SUBMITTING A TENDER.....	56
10	TENDER EVALUATION.....	57
11	PRESENTATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
12	CONTRACT AWARD.....	59
13	OUTCOME LETTERS AND CALL-OFF CONTRACTS.....	60
	APPENDIX A –TERMS OF THE FURTHER COMPETITION.....	60
14	INTRODUCTION.....	60
15	CONDUCT.....	60
16	COMPLIANCE.....	61
17	RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION.....	61
	APPENDIX B – SPECIFICATION.....	63
18	PURPOSE.....	63
19	BACKGROUND TO THE CONTRACTING AUTHORITY.....	63

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

Crown Copyright 2022

20	SPECIFICATION.....	64
21	CONTINUOUS IMPROVEMENT DEFINITION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
22	THE THEORY TEST SERVICE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
23	INDIVIDUAL TECHNOLOGY STACKS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
24	CI DELIVERY OUTCOMES.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
25	SERVICES PROVIDED TO DELIVER THE OUTCOMES.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
26	RESPONSIBILITIES.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
27	BUSINESS REQUIREMENTS.....	65
28	TECHNICAL REQUIREMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
29	AVAILABILITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
30	AUTHORITY TEAMS AND WAYS OF WORKING.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
31	BUSINESS LOCATION .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
32	BUSINESS CONTINUITY.....	65
33	BUSINESS HOURS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
34	SECURITY .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
35	SOCIAL VALUE .....	68
36	SKILLS AND EXPERIENCE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
37	PERFORMANCE MANAGEMENT .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE.....	69
38	INTRODUCTION.....	69
39	DOCUMENT COMPLETION .....	70
40	PASS/FAIL QUESTIONS .....	70
41	TECHNICAL EVALUATION.....	71

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2022

Issued date	Review date
July 2023	Fixed – None Planned

Version control

Date	Version	Status	Changes

# 1 Glossary

- 1.1 In this Further Competition Invitation the following words and phrases have the following meanings:
- 1.2 “Buyer” means [Driver & Vehicle Standards Agency (DVSA);
- 1.3 “CCS” means Crown Commercial Service;

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

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- 1.4 “Further Competition” means the process used to establish a Contract that facilitates the provision of DVSA mobile voice and data;
- 1.5 “Further Competition Template and Invitation to Tender” means this document and all related documents published by the Buyer in relation to this Further Competition;
- 1.6 “Marking Scheme” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;
- 1.7 “Minimum Total Score” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;
- 1.8 “Total Score Available” means the maximum potential score that can be awarded for a response to a question;
- 1.9 “Potential Provider” means a company that submits a Tender in response to the Further Competition Invitation;
- 1.10 “Supplier” means the Potential Provider with whom the Buyer has concluded the Contract;
- 1.11 “Tender” means the Potential Provider’s formal offer in response to the Invitation to Tender;
- 1.12 “Tender Clarifications Deadline” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and
- 1.13 “Tender Submission Deadline” means the time and date set out in paragraph 4 for the latest uploading of Tenders.
- 1.14 “Authority” means Driver and Vehicle Standards Agency

## 2 Introduction

- 2.1 This Further Competition Invitation relates to the Further Competition to award a DVSA Mobile voice and data (O2)
- 2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.
- 2.3 This Further Competition is being conducted under the CCS Mobile voice and data services Framework – RM6261.
- 2.4 The Authority is seeking the provision of a Mobile voice and data service using the O2 network for a period of 2 years with options to extend by a further 2 years (2+1+1). The very latest commencement date for this agreement will be 21 July 2023 although it is likely that services will commence sooner.

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## 3 Background to the Requirement

DVSA use a primary supplier based on overall network reliability, coverage, customer control/management/assurance on our existing 1450 connections and established account support and management.

DVSA require network diversity and will utilise two providers to achieve this obtaining maximum coverage.

The current service is used by DVSA staff who have iPhones, iPads, Lenovo laptops and mobile wi-fi devices which now additionally support hybrid working patterns including customer facing staff in the contact centre.

Additionally, DVSA have cellular

connectivity in multiple Automatic Number Plate Recognition (ANPR) cameras located across the country (England, Scotland and Wales). These are included in the 1450 connections.

Reliable and continued connectivity is essential to DVSA to maintain access to its IT systems, services and ensures staff are always connected to carry out the many functions DVSA undertake. These range from roadside checks at remote locations to driving tests undertaken in towns and cities. A reliable signal is essential for the large number of lone workers to provide them with the reassurance of being contactable and to be able to make urgent calls when necessary.

## 4 Scope

4.1 A high level view of the this requirement is:

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Currently DVSA has 1450 connections in the scope of this procurement  
DVSA require (Mandatory)

- Scale-able 5 TB Monthly data bundle with Penalty free data bundle changes (increase/decrease)
- UK and international airtime including roaming, calls, short message services (SMS) and data
- High level Management Information reporting including audit and health check services and audits of current spend and usage levels.
- 5g enabled connections
- Voice/SMS only tariff
- Data only tariff
- Voice and Data Tariff
- Admin Self Service Portal
- Itemised Usage Billing
- 30 Day rolling Connection period

DVSA would like (Optional)

- Esim capabilities
- Provision of free of charge 'blank unconnected' sim cards during contract duration
- Comprehensive Management Information reporting including audit and health check services including audits of current spend and usage levels, analysis of existing requirements and physical audit and contact services.

# 5 Overview of Invitation to Tender

5.1 The following appendices accompany this ITT:

5.2 Appendix A – Terms of the Further Competition

Sets out rights and obligations which apply to the Potential Provider and the Buyer during this Further Competition as per the core clauses of the contract, alternative and additional provisions and specific standards.

5.3 Appendix B – Specification services under the relevant Lot

A detailed description of the Services that the Supplier will be required to supply to the Buyer.

5.4 Appendix C – Further Competition Questionnaire

Framework Ref: RM6261  
Project Version: v2.1  
Model Version: v3.8

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The questionnaire created by the Buyer, is used to test the suitability of the Potential Providers to meet necessary criteria in order to provide the required services. This is used to provide final scoring and decide the successful supplier. **Please note that your response to the questions must be returned along with this form and the pricing document to:**



## 6 Further Competition Timetable

- 6.1 The timetable for this Further Competition is set out in the table below.
- 6.2 The Buyer may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.
- 6.3 The Buyer must receive all Tenders before the Tender Submission Deadline.
- 6.4 Tenders after the Tender Submission Deadline may be rejected by the Buyer to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Buyer's discretion.

Date	Activity
6/7/2023	Publication of the Further Competition Invitation
6/7/2023	Clarification period starts
12/7/2023	Clarification period closes ("Tender Clarification Deadline")
13/7/2023	Deadline for the publication of responses to Tender Clarification questions
14/7/2023	Deadline for submission of a Tender to the Buyer Contract ("Tender Submission Deadline")
14/7/2023	Evaluation
14/7/2023	Start date of 10-day Standstill period
21/7/2023	Expected commencement date for the Contract

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## 7 Questions and Clarifications

- 7.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 7.2 All questions/clarifications must be submitted via email to [REDACTED] within the allotted timescale.
- 7.3 The Buyer will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.
- 7.4 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Buyer will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 7.5 Responses will be published via email by the allotted time.
- 7.6 At times the Buyer may issue communications about this tender via email, therefore please ensure that you monitor your inbox on a regular basis.

## 8 Price

- 8.1 Pricing based on 1450 SIMs and 5TB shared data bolt on has been obtained from the Framework supplier price comparison tool and this will be taken forward into any contractual agreement. If there are any costs associated with this requirement that are not covered under the SIM/data bolt on costs please provide the details in the pricing template provided with this tender.

## 9 Submitting a tender

- 9.1 All Tenders must be submitted by email to [REDACTED] You must submit your responses to the quality and social value questions using A4 sheets and return them along with this form and the pricing document. You must answer the mandatory questions using the section provided on the form. Pricing must be provided using the price templates provided.

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- 9.2 A Tender must remain valid and capable of acceptance by the Buyer for a period of 90 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

## 10 Tender Evaluation

- 10.1 Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Further Competition Questionnaire).

Criteria Number	Criteria	Percentage Weightings (or rank order of importance where applicable) To be set by the Buyer conducting the further competition - examples below (which in total should add up to 100%):
1	Quality and Social Value: Please note that the Social Value question carries a 10% weighting.	20%
2	Price	80%

- 10.2 Overall score
- The quality and price scores will be combined in the ratio 20:80 to provide an overall score.
  - The bidder with the highest overall score will be awarded the contract - though DVSA reserves the right not to award a contract following the tender exercise.

- 10.3 All mandatory questions are evaluated on a pass/fail basis. If any mandatory question is answered “No” the tender will not be considered further. Please note that mandatory questions are not weighted. Technical/Service quality and Social Value questions will be evaluated against a pre-determined set of criteria and scored between 0 and 3 in

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accordance with the agreed criteria. Cost will be evaluated separately by a qualified Authority accountant. Please note that the “quality” and Social Value evaluation will be undertaken individually by each scoring member of the evaluation panel. Each individual evaluation will be sense checked by the Evaluation panel chair who must be a Senior Commercial manager to ensure the process has been followed correctly and fairly. A consensus meeting will then be held with all evaluation panel members to ensure that agreement is reached on the evaluation results. Once the evaluation has been completed, the relevant weighting will be applied and the supplier with the highest overall score will be offered the award.

## 10.4 Marking scheme for use in quality evaluation:

Marking scheme	Description
0	<b><i>Unanswered or totally inadequate response</i></b> - Limited or no evidence is provided that leads to the conclusion that the bidder can meet very few of the requirements, giving no confidence that the Bidder can deliver the required service. Bidder provides evidence of meeting less than 30% of the criteria as listed in the guidance.
1	<b><i>Minimal/partial Response</i></b> - Some evidence is provided that leads to the conclusion that the bidder can meet few of the requirements, giving a low level of confidence that the Bidder can deliver the required service. Bidder provides evidence of meeting 30% - 60% of the criteria as listed in the guidance
2	<b><i>Good Response</i></b> - Evidence is provided that leads to the conclusion that the bidder can meet many of the requirements, giving a medium level of confidence that the Bidder can deliver the required service. Bidder provides evidence of meeting between 60% - 90% of the criteria as listed in the guidance.
3	<b><i>Excellent Response</i></b> - Comprehensive evidence is provided that leads to a conclusion that the bidder can meet most of the requirements, giving a very high level of confidence that the Bidder can deliver the required service. Bidder provides evidence of meeting 90% or more of the criteria as listed in the guidance.

## 10.5 The Total Score Available for each question set out in Appendix C (Further Competition Questionnaire) is as follows:

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QUESTION	TOTAL SCORE AVAILABLE
Mandatory Questions [Please delete if not used and amend numbering in this table.]	Pass / Fail
Question 1	4%
Question 2	3%
Question 3	3%
Question 4(Social value)	10%
Price	80%

- 10.6 Overall score
- The quality and price scores will be combined in the ratio 20:80 to provide an overall score.
  - The bidder with the highest overall score will be awarded the contract - though DVSA reserves the right not to award a contract following the tender exercise.
- 10.7 Costs
- If appropriate, you must complete and submit the cost template provided with the tender pack.

## 10.Contract Award

- 10.8 The Potential Provider that achieves the highest total score will be awarded the Contract.
- 10.9 If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the Quality/Social Value element of the tender evaluation will be deemed the winner and awarded the Contract.
- 10.10 If the Buyer receives only one Tender in relation to this Further Competition, the Potential Provider will be considered for the award of the Contract provided that they score a minimum of 2 against all Quality/Social Value questions.

## **11 Outcome Letters and Call-Off Contracts**

- 11.1 Upon Contract Award Potential Providers will be notified of the tender outcome by Letter via email.

## **APPENDIX A –TERMS OF THE FURTHER COMPETITION**

### **12 Introduction**

- 12.1 The Terms of the Further Competition regulate the conduct of the Potential Provider and the Buyer throughout the Further Competition. These terms also grant the Buyer specific rights and limit its liability.
- 12.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

### **13 Conduct**

- 13.1 The Potential Provider agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.
- 13.2 Contact and Canvassing During the Further Competition
- 13.2.1 The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.
- 13.3 Collusive Behaviour
- 13.3.1 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
- 13.3.2 fix or adjust any element of the Tender by agreement or arrangement with any other person;

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- 13.3.3 communicate with any person other than the DVSA about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
- 13.3.4 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
- 13.3.5 share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;
- 13.3.6 offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission, except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.
- 13.3.7 If the Potential Provider breaches paragraph 2.2.1, the Buyer may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.
- 13.3.8 The Buyer may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Buyer in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

## **14 Compliance**

- 14.1 The Potential Provider agrees that in cases where their Tender is deemed non-compliant when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

## **15 Right to cancel or vary the further competition**

- 15.1 The Buyer reserves the right:
  - 15.1.1 to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;
  - 15.1.2 to vary any timetable or deadlines set out in the Further Competition Invitation;

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- 15.1.3 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;
- 15.1.4 to cancel all or part of the Further Competition at any stage at any time.
- 15.2 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Buyer is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

## **APPENDIX B – SPECIFICATION**

### **16 Purpose**

16.1 **The Authority provides several digital services which are used by members of the public, MOT testers, licenced goods and passenger transport operators, and members of Authority staff involved in regulatory and administrative work.**

16.2 **These services support the Authority’s core operations helping to meet its key objective of road safety. The scope of this contract is to provide CI and development for the Theory Test.**

16.3 **These teams are currently comprised of members of Authority staff, and team members from a contracted supplier. The team members work collaboratively to deliver outcomes defined within backlogs, owned, and prioritised by the Authority .**

### **17 Background to the Contracting Authority**

17.1 **Driver and Vehicle Standards Agency (DVSA) is an executive agency of the Department for Transport.**

17.2 **We carry out driving tests, approve people to be driving instructors and MOT testers, carry out tests to make sure lorries and buses are safe to drive, carry out roadside checks on drivers and vehicles, and monitor vehicle recalls.**

17.3 **We’re responsible for:**

- carrying out theory tests and driving tests for people who want to drive cars, motorcycles, lorries, buses and coaches, and specialist vehicles.
- approving people to be driving instructors and motorcycle trainers and making sure they provide good quality training.
- approving people to be MOT testers, approving the centres they work in, and testing lorries, buses and coaches ourselves.
- carrying out roadside checks on commercial drivers to make sure they follow safety rules and keep their vehicles safe to drive.
- monitoring recalls of vehicles, parts and accessories to make sure that manufacturers fix problems quickly.

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- approving training courses for qualified drivers, such as Driver Certificate of Professional Competence courses for lorry, bus and coach drivers, and drink-drive rehabilitation courses
- supporting the Traffic Commissioners for Great Britain and the Northern Ireland transport regulator to license and monitor companies who operate lorries, buses and coaches, and to register local bus services.

# 18 Specification

## 18.1 The Authority is looking to procure the services of a mobile voice and data service partner, to deliver the DVSA's mobile voice and data requirements.

Currently DVSA has 1450 connections in the scope of this procurement  
DVSA require (Mandatory)

- Scale-able 5 TB Monthly data bundle with Penalty free data bundle changes (increase/decrease)
- UK and international airtime including roaming, calls, short message services (SMS) and data
- High level Management Information reporting including audit and health check services and audits of current spend and usage levels.
- 5g enabled connections
- Voice/SMS only tariff
- Data only tariff
- Voice and Data Tariff
- Admin Self Service Portal
- Itemised Usage Billing
- 30 Day rolling Connection period

DVSA would like (Optional)

- Esim capabilities
- Provision of free of charge 'blank unconnected' sim cards during contract duration
- Comprehensive Management Information reporting including audit and health check services including audits of current spend and usage levels, analysis of existing requirements and physical audit and contact services.

## 19 Business Requirements

- 19.1 **To provide services for mobile voice and data**
- 19.2 **This work will deliver reliable and stable mobile voice and data services to DVSA users across the country**
- 19.3 **In order to ensure the effective delivery of the Authority's objectives, a number of required behaviours have been outlined. The Supplier will act in the following ways:**
- 19.3.1 **Collaborative Intention: the Supplier must act in good faith and adopt and maintain a genuine non-defensive presence and make a commitment to mutual success in its relationship with the Authority;**
  - 19.3.2 **Openness: the Supplier must be honest in its dealings and open to honest feedback and create a culture of openness that allows all of the Supplier and the Authority to feel safe enough to discuss concerns, solve problems and deal directly with difficult issues;**
  - 19.3.3 **Self Accountability: the Supplier must behave in a fair and reasonable manner and must take responsibility for its circumstances and the choices it makes either through its action or failing to act as well as the intended and unforeseen consequences of these actions. The Supplier must focus on the solution to a problem or issue rather than seeking to blame the Authority;**
  - 19.3.4 **Self-Awareness and Awareness of Others: the Supplier must commit to understanding its own organisations and issues within its own organisations as well as understanding concerns, intentions and motivations of the Authority as well as the culture and context of the Authority's circumstances;**
  - 19.3.5 **Problem Solving and Negotiating: the Supplier must proactively use problem-solving methods that promote a collaborative and co-operative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring;**
  - 19.3.6 **Expertise: the Supplier shall commit to using its expertise to the benefit of the authority;**
  - 19.3.7 **Promote Value: the Supplier shall demonstrate a preparedness to innovate and adopt best practises and be forthcoming in initiating proposals for new best practices which deliver improved value to the Authority;**

## 20 Business Continuity

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- 20.1 **In the event of a major business interruption affecting the supplier, we expect the Supplier to understand what their critical activities are in supporting the Authority, maintaining the capability to resume operations within agreed timeframes to ensure they provide an adequate service to the Authority. The Supplier will aim to minimise impacts using a focused, well managed response process and effective communications should a disruptive incident occur.**
- 20.2 **The Supplier will develop their own business continuity plan to support the authority.**
- 20.3 **In the event of a major business interruption the Supplier will deploy the required resources to implement their Business Continuity Plan. The Supplier will respond to the needs of the customer even if that means a potential reduction in normal service levels.**
- 20.4 **The Supplier will maintain a regular business continuity plan review process and will inform the Authority of any changes and/or improvements arising from this review.**

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20.5 **The supplier will be required to take part in wider service business continuity testing and address actions from lessons learnt where required.**

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**20.6 Data Protection**

- 20.6.1 Delivery of this contract might require the supplier (or their subcontractors where specifically agreed with DVSA) to process Personal Data (as defined in the GDPR) on the DVSA's behalf.**
- 20.6.2 The DVSA will be the Data Controller and the supplier will act as the Data Processor.**
- 20.6.3 The supplier must process Personal Data only on the DVSA's documented instructions, as set out in DSP Joint Schedule 11 (Processing Data) of the Contract and be subject to the full legal requirements placed upon them by GDPR.**

## **21 Social Value**

- 21.1 In September 2020, the Government implemented measures to promote new jobs and skills, encourage economic growth and prosperity, tackle climate change and level up the UK. Social value is included in the procurement model and will be used by government departments to assess a supplier's social impact.**
- 21.2 This approach will mean more opportunities for SMEs and social enterprises to win Government contracts by demonstrating the full extent of the value they would generate.**
- 21.3 Value for money will still be paramount, but a bidder's social value score will be incorporated into assessment of contracts.**
- 21.4 Government departments will use the social value model to assess and score suppliers on the wider positive benefits they bring by delivering the contract. This will mean that value for money for the taxpayer can be maximised while also building a more resilient and diverse supplier base.**
- 21.5 The social value model, which departments will assess contracts on, includes:**
- Supporting COVID-19 recovery, including helping local communities manage and recover from the impact of COVID;**
  - Tackling economic inequality, including creating new businesses, jobs and skills, as well as increasing supply chain resilience;**
  - Fighting climate change and reducing waste;**
  - Driving equal opportunity, including reducing the disability employment gap and tackling workforce inequality Improving health and wellbeing and community integration.**

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- 21.6 **This approach will apply tests that all bidders, irrespective of their size and type, will be capable of meeting and therefore further levels the playing field for the UK’s small businesses, start-ups and voluntary and community sector organisations and social enterprises.**
- 21.7 **The Authority will be assessing evidence of how suppliers are driving equal opportunity by tackling workforce inequality.**
- 21.8 **All Potential Providers are required to include within their response to tender evidence of how they create opportunities to tackle training, employment, skills and pay inequality in the contract workforce, or to support in-work progression to help people in the contract workforce to move into higher paid work by developing new skills relevant to the contract.**
- 21.9 **To note: It is a legal requirement for companies with 250 employees or more to publish their annual gender pay data on-line.**
- 21.10 **The Authority has selected this criterion as relevant to underpinning the delivery of services within the contract, and as being aligned to its own equal opportunities and inclusion policies.**
- 21.11 **More information about the Social Value Model used for government procurement is at:**  
<https://www.gov.uk/government/news/new-measures-to-deliver-value-to-society-through-public-procurement>

# APPENDIX C – FURTHER COMPETITION QUESTIONNAIRE

## 22 Introduction

- 22.1 Appendix C sets out the questions that will be evaluated as part of this Further Competition.
- 22.2 The following information has been provided in relation to each question (where applicable):
- Weighting – highlights the relative importance of the question;
  - Guidance – sets out information for the Potential Provider to consider when preparing a response; and
  - Marking Scheme – details the marks available to evaluators during evaluation.

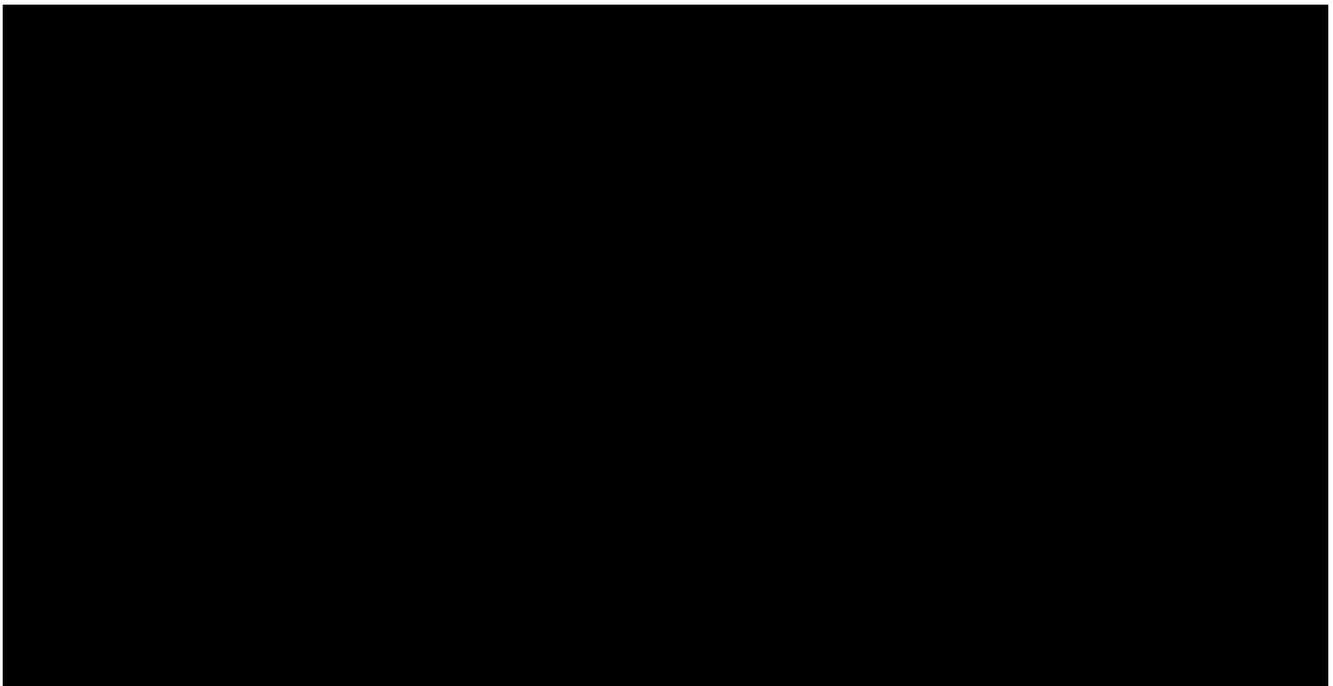
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## 23 Document Completion

- 23.1 Potential Providers must provide an answer to every question and return along with this form to the email address provided.
- 23.2 Potential Providers must not alter / amend the document in any way.
- 23.3 Potential Providers must not submit any additional information with your Tender other than that specifically requested in this document.

## 24 Pass/Fail Questions

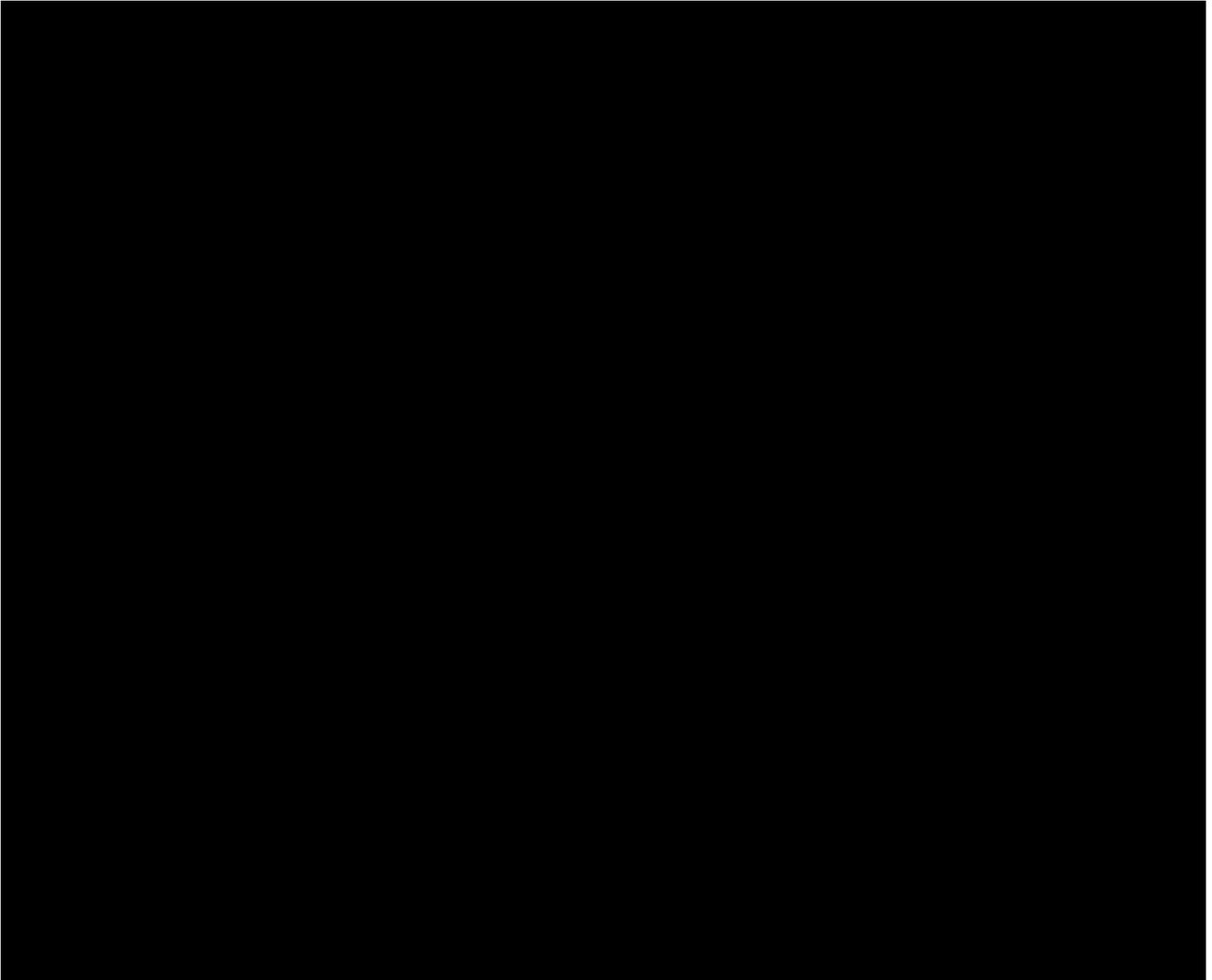
Please Note: The following questions are Pass / Fail questions, therefore if a Potential Provider cannot or is unwilling to answer 'Yes', their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer in the table below.



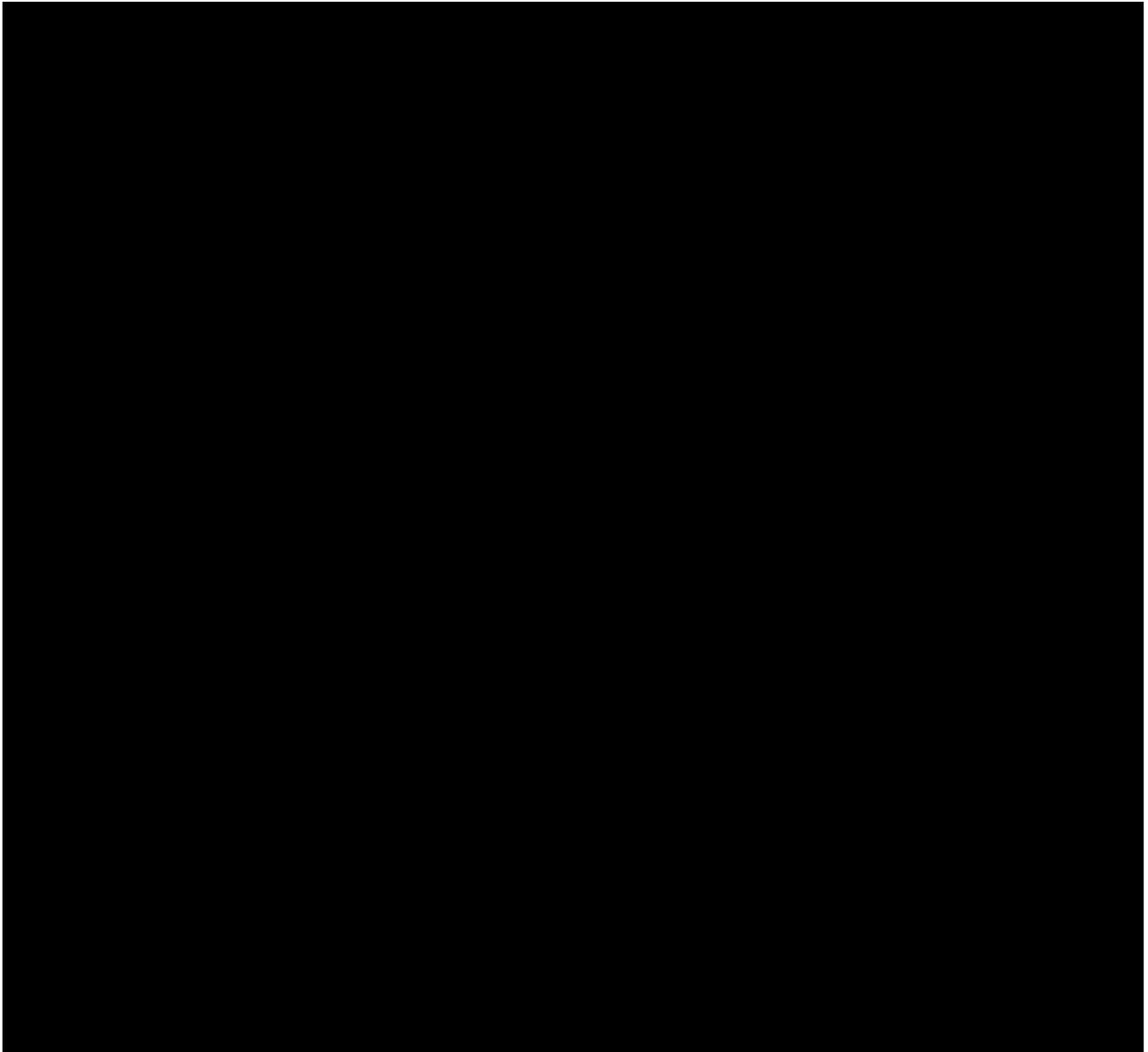
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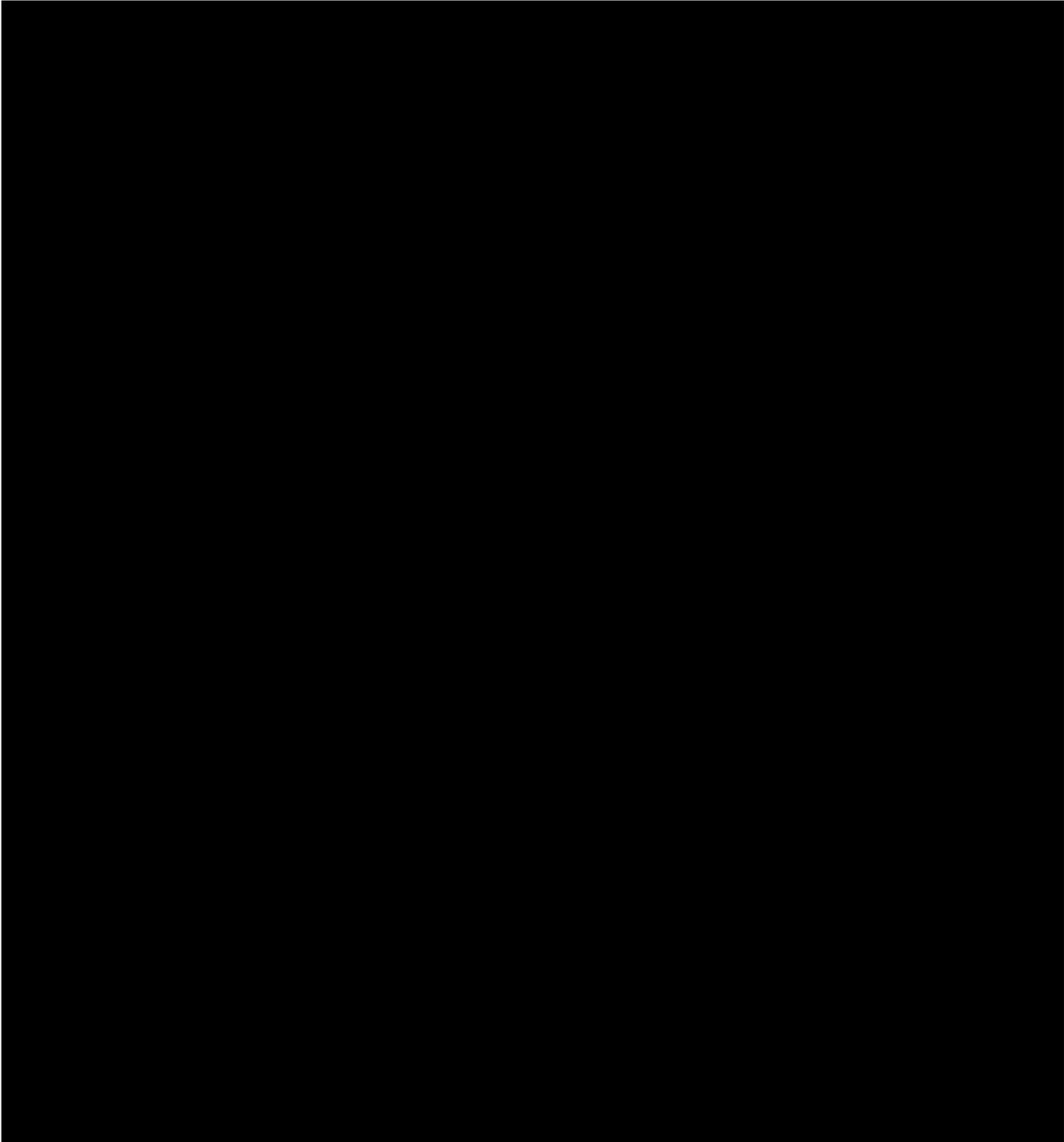
**25 Technical Evaluation**



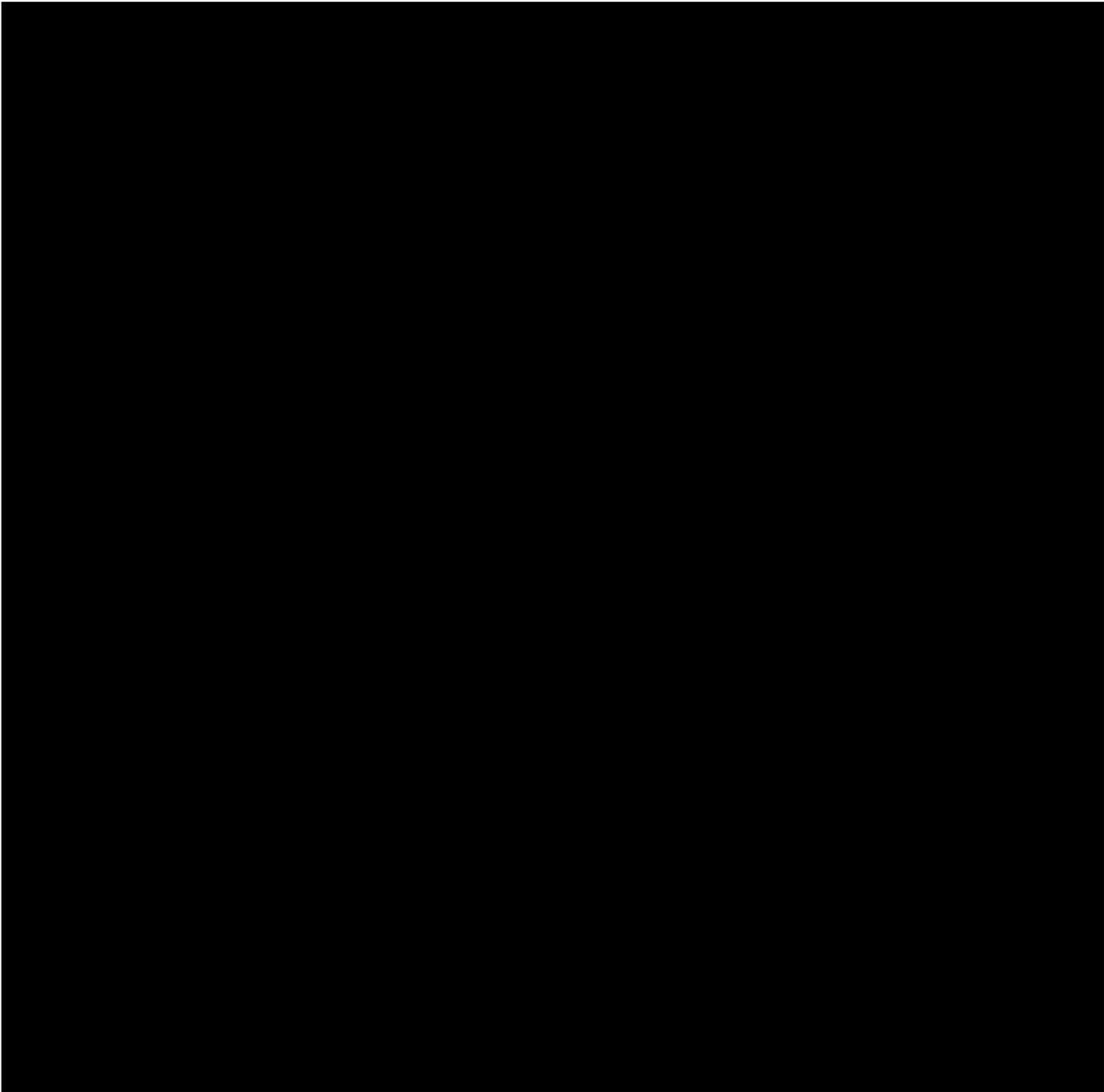
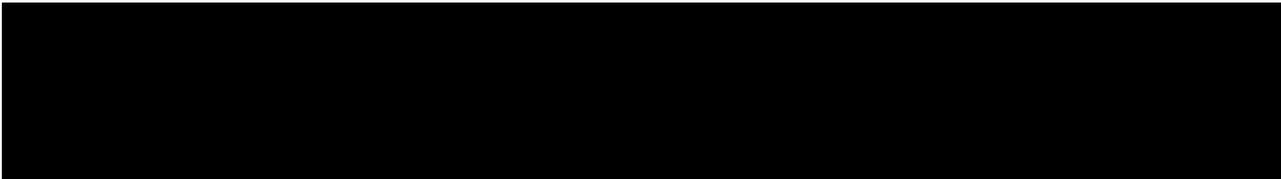
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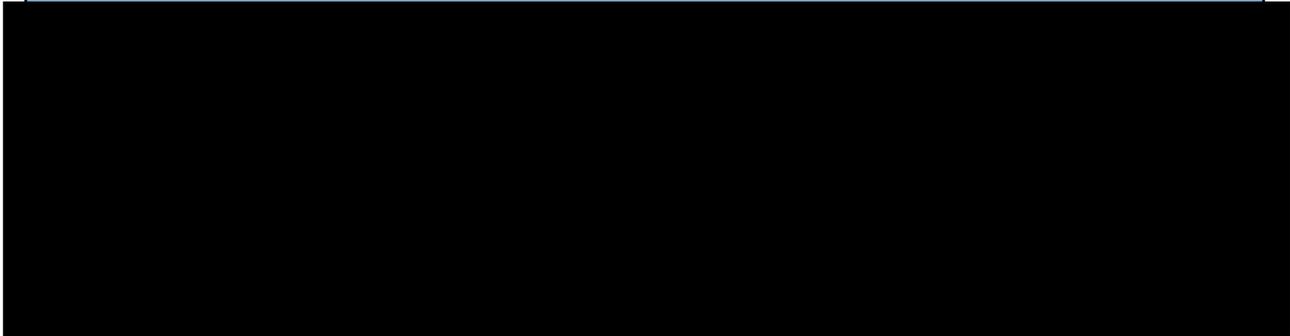
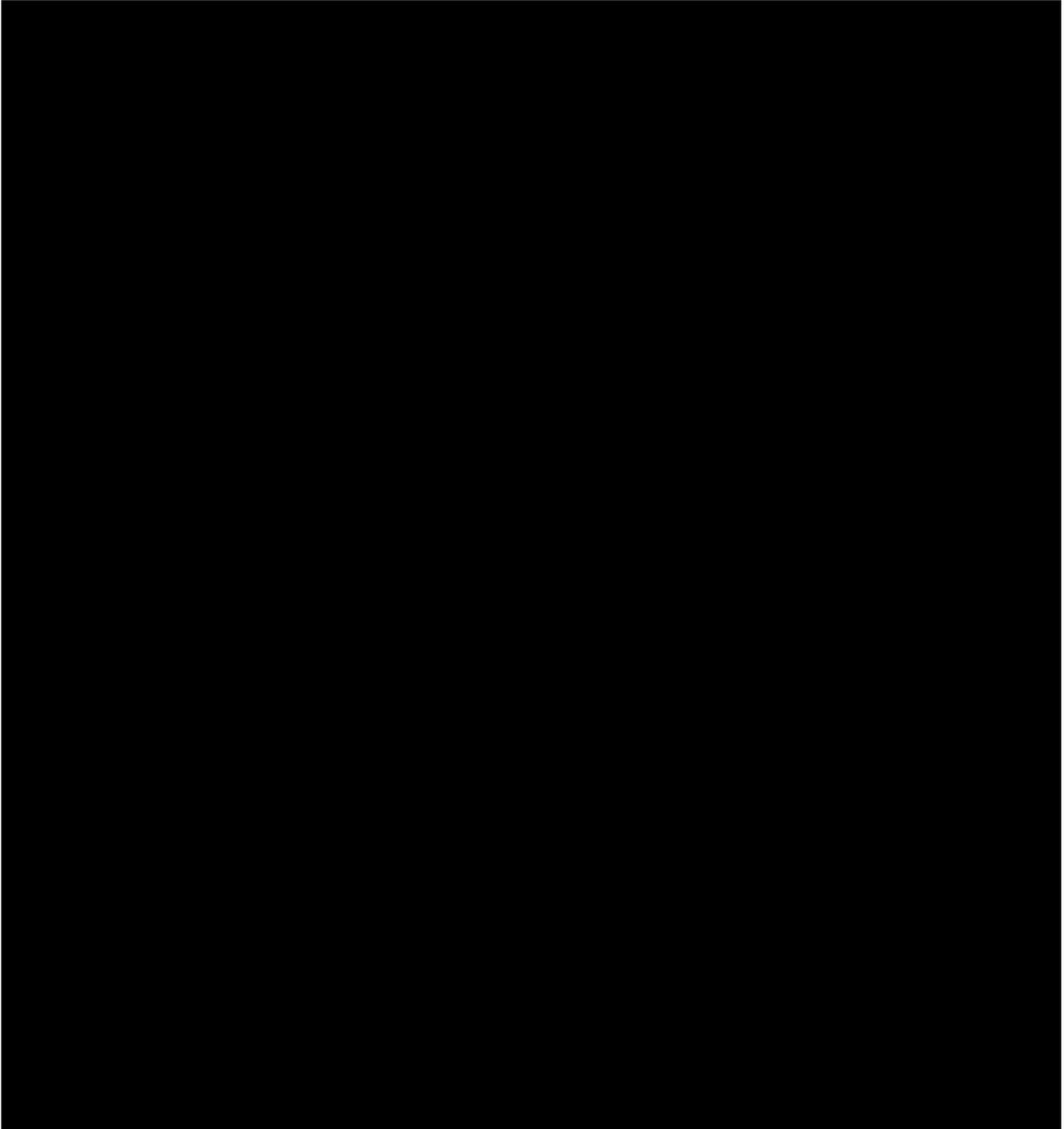
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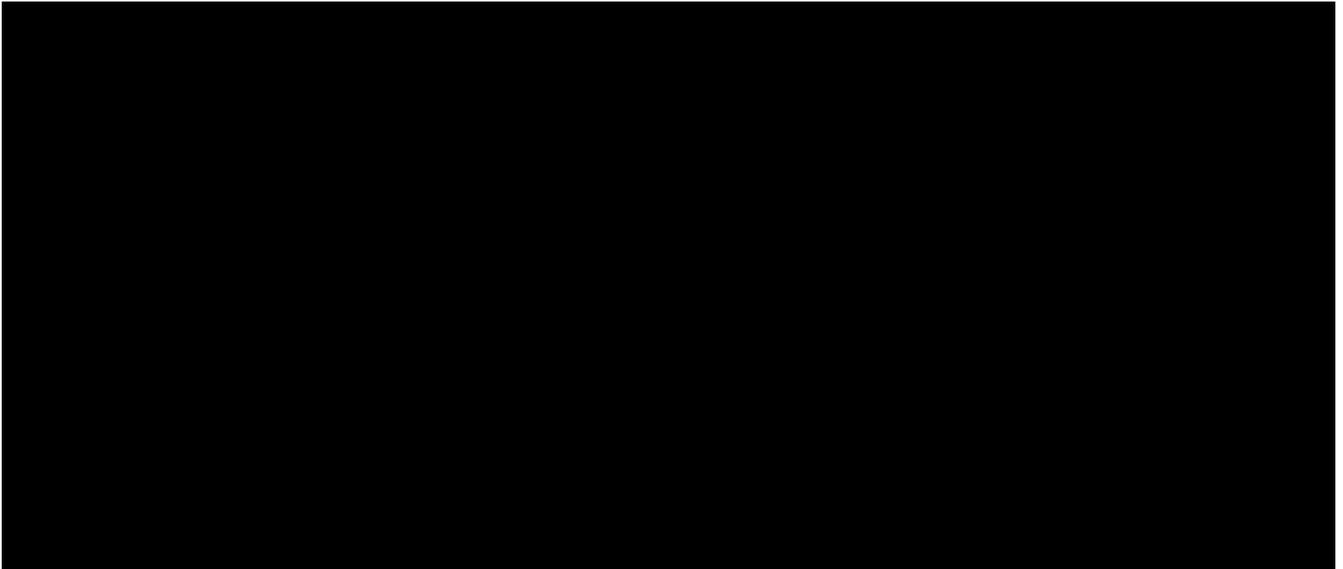
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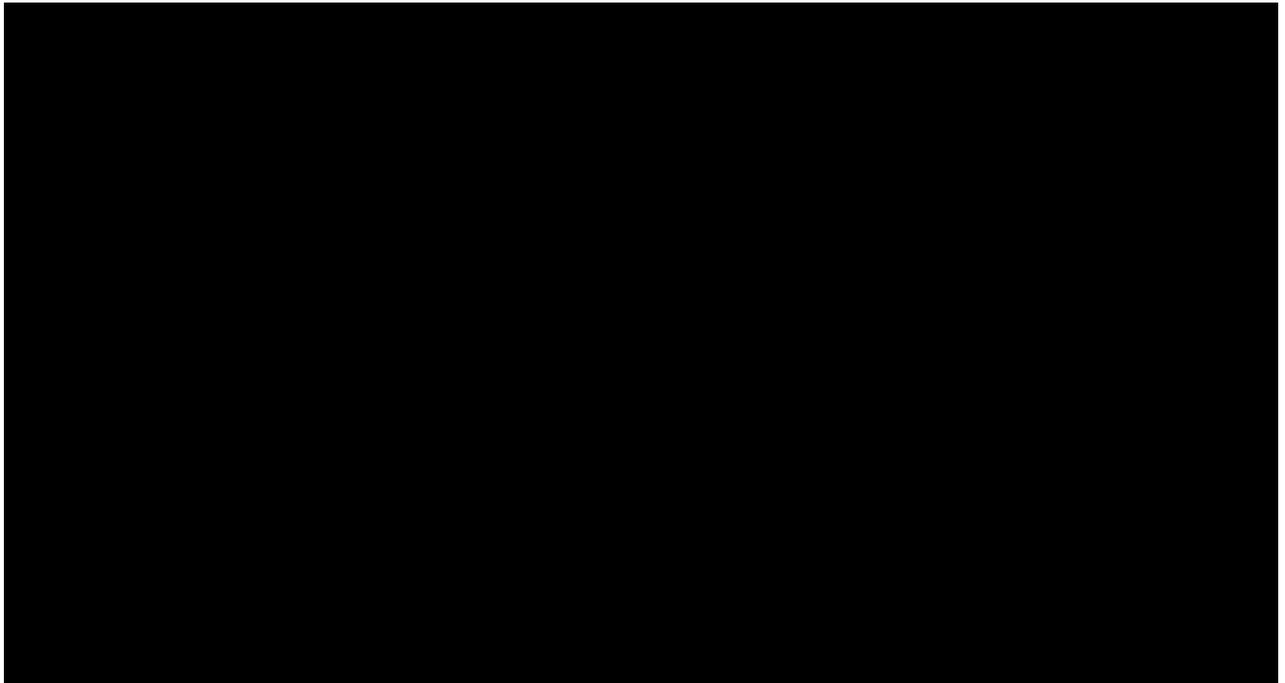
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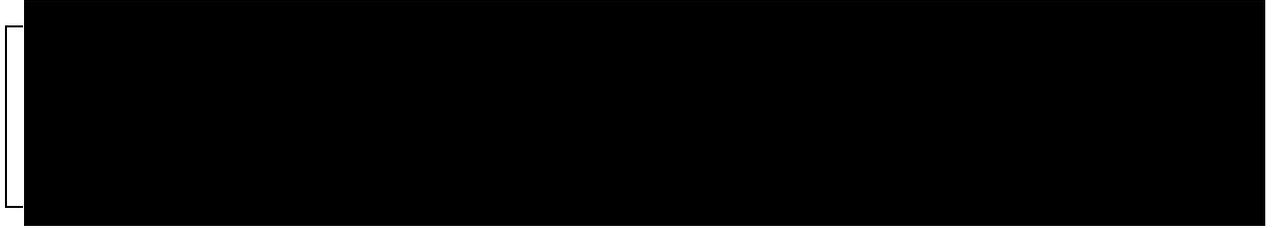
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Price



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