



Crown
Commercial
Service

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

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

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



Crown
Commercial
Service

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

This Order Form shall comprise:

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

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

.1.1 the Framework, except Framework Schedule 18 (Tender);



- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	C25909
Contract Title:	Level 2 Support for HMPO Digital Services
Contract Description:	Provide a Level 2 service management function that meets performance, cost and functional service obligations as well as 2nd line engineering support, security monitoring services and common support service Hours such as event monitoring.
Contract Anticipated Potential Value:	
Estimated Year 1 Charges:	
Commencement Date:	

Buyer details
Buyer organisation name Secretary of State for the Home Office
Billing address
Buyer representative name
Buyer representative contact details
Buyer Project Reference Please provide the customer project reference number.



C25909

Supplier details

Supplier name

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

[REDACTED]

Supplier address

Supplier's registered address

[REDACTED]

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

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

[REDACTED]

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

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

[Click here to enter text.](#)

Guarantor details

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

Guarantor Company Name

The guarantor organisation name

[REDACTED]

Guarantor Company Number

Guarantor's registered company number

[REDACTED]

Guarantor Registered Address

Guarantor's registered address

[REDACTED]



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Initial Term Months

24 Months

Extension Period (Optional) Months

12 Months

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

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Supplier Premises:



Third Party Premises:

Not Applicable

Buyer Assets

Laptops and licences to the Buyer owned tools and systems required for the provision of the Services will be provided by the Buyer.

Additional Standards

Not Applicable

Buyer Security Policy

The Supplier shall comply with the following security requirements:

HMG Security Policy Framework – [Security policy framework – GOV.UK \(www.gov.uk\)](http://www.gov.uk)

HMG Security Classifications - [Government Security Classifications - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

National Cyber Security Centre Guidance - [10 Steps to Cyber Security - NCSC.GOV.UK](http://www.ncsc.gov.uk)

HMG Technology Code of Practice - [The Technology Code of Practice - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Buyer ICT Policy

Not Applicable

Insurance

Third Party Public Liability Insurance (£) – As set out in the Framework Agreement

Professional Indemnity Insurance (£) – As set out in the Framework Agreement

Buyer Responsibilities

Dependencies

The performance of the Services by the Supplier is contingent on the following dependencies on the Buyer. Where these dependencies are not met this will create a risk that the timeline might be impacted and/or additional costs incurred:

- The Buyer shall ensure that the Supplier team is provided access to Buyer owned tools and systems required (including POISE laptops) for the provision of the Services will be provided by the Buyer. This shall include ensuring that the Supplier team has the appropriate accesses and clearances.
- The Buyer shall manage the purchase and decommissioning of Ubuntu laptops managed by the Supplier.



- The Buyer shall make available to the Supplier a Principal Contact (or their Nominated Representative) to discuss, track, review, and approve the Supplier's activities, deliverables, risks, and issues in support of the agreed Service Levels in Attachment 4. The Buyer's Principal Contact shall also be required to attend any agreed regular meetings with the Supplier.
- The Buyer shall advise the Supplier in respect of the Buyer's governance, technical, and security processes (including processes to deploy to production environments and/or introducing new technologies to the Buyer's ecosystem).
- The Buyer shall make available to the Supplier the Buyer's stakeholders (including Buyer third parties where applicable) as reasonably required to support the provision of the Services.
- The Buyer shall grant the Supplier timely access to the Buyer's systems, tools, processes, artefacts, and code.
- The Buyer shall manage all third-party suppliers and/or teams and ensure cooperation and the provision of timely inputs required for the Supplier to deliver their assignments.
- The Supplier's productivity and output is dependent on the provision of the Services from the Premises as specified in the Order Form (including remotely) and any requirement to change this may be considered as a Variation to be managed through the Variation process

Goods

Not Applicable

Governance – Option Part A or Part B

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

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

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

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

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £2,500; and
- for the purpose of Paragraph 8.2.2, the figure shall be £100,000.

Section C

Part A - Additional and Alternative Buyer Terms



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

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input checked="" type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

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

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

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

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

Part D – Additional Special Conditions – Not applicable.

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

Additional Schedule S3 (Security Requirements)



As per security controls, any breach will be notified to the authority without delay and any changes in security protocols will be subject to security assurance board.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not applicable.

Additional Clause C1 (Relevant Convictions)

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

Not Applicable

Additional Clause C3 (Collaboration Agreement)

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

Not Applicable

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

Not Applicable

Section D Supplier Response

Commercially Sensitive information

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

[All details included within the proposal constitute commercially sensitive ways of working and operational practise, this includes references to existing and previous services. The details of bid submission sections 4.1, 4.2, 4.3 and 4.4 should not be shared without the permission and approval of the originator. The names and roles of individuals within section 4.4 can be shared internally with client teams in support of escalation or commercial engagement.



Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name		
Job role/title		
Signature		
Date		

For and on behalf of the Buyer

Name		
Job role/title		
Signature		
Date		



Attachment 1 – Services Specification

OVERVIEW

The Supplier shall:

- Provide a Level 2 service management function that meets performance, cost and functional service obligations as well as 2nd line engineering support, security monitoring services and common support service Hours such as event monitoring;
- Through delivering the Services set out in these Requirements, support the availability of the In-Scope Systems (set out in Appendices
-

The Supplier acknowledges the In Scope Systems outlined in Appendix 1 and the operating models as set out in in Appendices 2-8.

- Appendix 1) to all Buyer operational areas across the United Kingdom;
- Provide **service support** services consisting of: 24x7x365 Incident Management (including provision of L2 service desk to respond to and triage Incidents); and the following services between the hours of 9am and 5pm, Monday to Friday (excluding UK public holidays) - Problem Management; Event Monitoring and Management; Systems and Operations Management (including Service Request/Access Management); Change Management;; Knowledge Management; Asset Management; and Service Level Management;
- Provide the following **service delivery** services between the hours of 9am and 5pm, Monday to Friday (excluding UK public holidays): Capacity Management; Release and Deployment Management; Application and Infrastructure Management; Information Security Management; Continuous Service Improvement; Certificates Management; and Early Life Support (ELS) & Pipeline Management; and
- Ensure that all services are delivered in alignment with the following ITIL framework functions, as such are defined by ITIL:
 - Availability and Performance Management;
 - IT Service Continuity Management;
 - Service Reporting;
 - Service Transition; and
 - Protective Monitoring

Together these are defined as the Core Services.

1. Service Support

This section sets out the requirements on the Supplier for Service Support services.

1.1. Incident Management Overview.

The Supplier shall:

- Use the Buyer ITIL toolset (currently Service Now ("Buyer SNOW")) for updates to records in real time and amendments to knowledge articles during and after Incidents;
- Follow the Buyer Incident Management operating model as set out in Appendix 2 for which the Supplier will act as, and perform the functions of, the Supplier/Resolver Group (as set out in the Appendix);
- Ensure that the Supplier's team works collaboratively with projects to gather updates and close Incidents within SLA's;



- Manage Critical Incidents (as defined in the Appendix) – L2 regularly receive Critical Incidents and are first to respond by notifying stakeholders throughout HMPO, joining bridge calls and assisting in the triage and resolution of Incidents; and
- Provide a L2 team that is:
 - able to utilise Buyer SNOW tooling while also acting as a bridging team between HMPO services/projects and the SNOW platform; and
 - is fully integrated into HMPO to effectively manage stakeholders and assist in the triage and resolution of Incidents.

1.1.1. Service Hours

The Supplier shall provide 24x7x365 Incident Management Services to resolve Incidents in accordance with the Service Levels set out in Attachment 4 to the Digital Services Order Form. The be available between: Monday to Friday 7am – 10pm; Saturdays 8am – 6pm: Any dates that are not UK wide public holidays (i.e. 2nd January (or applicable weekday) in Scotland) are treated as Monday to Friday. Outside of these hours the Supplier shall respond to and remedy all Incidents through the provision of an out-of-hours service and in accordance with the Service Levels.

1.1.2. Incident Resolution

The Supplier shall meet the Incident Resolution Targets (as set out in the Service Levels in Attachment 4 of the Order Form) with the clock starting from the point of notification from either the Buyer Level 1 Service Desk, or an alert generated by monitoring systems.

The definitions to be used for each Incident priority level are as set out in the table below:

Incident Category	Description	Example
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]

1.2. Problem Management

The Supplier shall provide collaborative capability in the provision of proactive and reactive services to support the management of Problems in accordance with the Buyer Problem



Management operating model as set out in Appendix 3, where the Supplier will act as, and perform the functions of, the On Tool Supplier as defined therein.

1.3. Change Management

Effective Change Management:

- governs the process of managing and auditing a course of events that guide a Change through each phase of its lifecycle, from logging a new change to closing a Change, while maintaining the integrity of the Buyer's live services at each step; and
- ensures that Changes are managed in a consistent and cost effective manner.

The Change Management process may be a standard, normal or emergency change.

To provide integrated Level 2 Change Management capabilities the Supplier shall:

- use the Buyer SNOW for the creation, processing and updates to records in real time; and
- work in accordance with the Technical / Implementing Teams (*HO and Supplier*) role described in the Buyer Change Management operating model as set out in Appendix 4.

1.4. Event Monitoring and Management

The Supplier shall:

- operate and manage the required thresholds and alerts determined for each of the In-Scope Systems as applicable; and
- provide Event Monitoring and Management Services in accordance with the Event Monitoring Analyst role described in the Buyer Event Monitoring and Management operating model as set out in Appendix 5.

1.5. System and Operations Management

The Supplier shall:

- Provide monitoring of service requests and the performance of each service against applicable Service Levels to assess and proactively manage the performance of the Services;
- Provide a process to manage user requests (Service Request/Access Management) for access to systems including administrative tasks associated with the joiners, movers and leavers process;
- Proactively manage licenses and certificates as dictated by the In-Scope Systems requirements, expiry and maintenance schedule and in liaison with the Buyer Software Asset Management team to:
 - Ensure licence volume and usage compliance;
 - Identify under-utilised (spare) licences;
 - Ensure software maintenance and support is optimised to ensure service continuity and value for money for the Buyer; and
 - Support better software purchasing decisions.
- Comply with the Buyer Service Management processes set out in the Buyer SNOW solution.

1.6. Hardware Asset Management

The Supplier shall provide laptop management services in relation to developer/tester laptops including:



- The building, updating and support of managed laptops used by HMPO developers.
- The provision of Access Management services for users of managed laptops and BYOD users.
- Asset register maintenance (using Snipe IT);
- Rebuild / Initial build of Ubuntu laptops;
- Upgrades to Operating System;
- On-site deployment to Buyer staff at the Buyer Premises; and
- LDAP/VPN new account set up, account management and password reset for BYOD laptops (which may only be used for non-production access).

This will require Supplier Personnel being available to attend the designated Buyer Premises on 2 separate days every week, should appointments be booked by users, to build, update and distribute the managed laptops.

1.7. Business Continuity & Disaster Recovery (BCDR)

The Supplier shall:

- support the development of Business Continuity and Disaster Recovery scenarios as set out by each delivery programme, including failover testing and rehearsals of operational procedures; and
- in the event of a disaster, follow the recovery instructions determined within each service as part of the Service Design.

1.7.1. Business Continuity & Disaster Recovery Principles

The Supplier shall observe the following key principles to support and integrate with the overall Business Continuity and Disaster Recovery approaches of each in-scope delivery programme;

- Include plans for relocation of Level 2 Support personnel in the event of a disaster at their work location.
- Review of Supplier BCDR plans and provisions will be required where the Supplier co-locates in Authority premises as part of Service delivery or invoked BCDR.
- The Supplier shall provide core support staff availability that, without dependency of release schedules and major deployments, is sufficient to ensure continuity of service support in the event of a disaster.

1.8. Service Level Management:

To ensure optimal Service Level Management of the In-Scope Systems, the Supplier shall:

- Put in place processes and procedures that enable accurate and timely Service Level delivery and performance measurement.
- Measure and report Service Level performance results for the In-Scope Systems, and its own performance against the Service Levels set out in this agreement, to the Buyer on a monthly basis;
- Conduct Service Level measurement as agreed with Buyer in a manner that is reproducible and auditable;



- Provide appropriate representatives to participate in monthly service review and operational meetings, and other requested scheduled and ad-hoc service performance reviews;
- Submit performance results, data files, and supporting documentation for Service Level reports within 5 Working Days of the end of the relevant reporting period;
- Engage cooperatively and proactively in remediation or improvement activities for the entire end to end services in scope of the agreement, including underperforming components which may be in scope for improvement; and
- Comply with the Service Levels set out in Attachment 4 to the Order Form.

Service Level reporting shall include the following minimum deliverables:

- metric results, supporting data files, service level root cause analyses, service level corrective actions, service delivery corrective action plans, assessment responses, remediation plans, and improvement plans.

2. SERVICE DELIVERY

This section sets out the requirements on the Supplier for Service Delivery services.

2.1. Capacity Management

The Supplier shall:

- Understand the effect of service demand for capacity and for the provision of input to the monitoring and performance management frameworks safeguarding capacity management; and
- Work in accordance with the Buyer' Capacity Management processes, as set out within each of the service design packs for each In-Scope System.

2.2. Knowledge Management

The Supplier shall:

- Provide knowledge bases covering user advice, self-help knowledge, operational, service and common system-related knowledge; and
- Provide integrated Level 2 Knowledge Management capabilities and deliver the Services in accordance with Service Knowledge Manager role set out in the Buyer Knowledge Management operating model as set out in Appendix 6.

2.3. Release and Deployment Management

To provide integrated Level 2 Release Management capabilities the Supplier shall:

- use the Buyer SNOW for the creation, processing and updates to records in real time.
- work in accordance with the Supplier Release Manager role described in the Release Management and Release Assurance requirements set out in the Change Management operating model in Appendix 4.

2.3.1. Release and Deployment Schedule

The Supplier shall provide deployment support for Buyer development teams and deploy all approved and tested releases in accordance with the Buyer change and release processes through the applicable pipeline release cycles. The Supplier shall support up to 12 deployments per annum, which may also be outside of the standard Service Hours. Where



deployment support is required in excess of 12 deployments per annum this will be subject to reasonable agreement between the Parties.

2.4. Application and Infrastructure Management:

The Supplier shall provide application and infrastructure management services:

- as determined by the operational instructions developed as part of the transition of Changes and Releases into the production environment and acceptance into service; and
- As defined by scripts developed as a result of Incident and/or Problem resolution.

2.5. Information Security Management

The Supplier shall:

- Deliver the Services in accordance with Buyer Security Policies and Security Management processes and procedures as notified to the Supplier.
- Ensure that all systems are operated to support Buyer compliance with HMG Security Policy Framework located at - <https://www.gov.uk/government/publications/security-policy-framework>;
- Apply all appropriate CESG Good Practice and maintain ISO/IEC 27001 certification throughout the duration of the contract for any of its locations used to provide any services in scope of this contract.

2.6. Continuous Service Improvement

The Supplier shall continually improve the processes, tooling, monitoring and scripting for services within Early Life Support or live service. This requires Supplier Personnel to be multiskilled in a number of languages, including AWS cloud infrastructure, Linux-based system administration, Python/Bash, Ruby, PHP, LDAP/Microsoft Active Directory, PostgreSQL/MongoDB.

2.7. Certificates Management

The Supplier shall act as a Certificate Authority within HMPO and generate, issue and install a large number of certificates for live services. The Supplier shall manage accounts with DigiCert and Lets encrypt for public facing certificates, whilst XCA is used for internal certificates in production and non-production environments. The Supplier's team shall also be heavily involved in installing and renewing certificates through HMPO and carry out this role for all live services.

The Supplier shall:

- Be responsible for the generation, instillation and renewal of SSL certificates for all In-Scope Systems;
- Maintain a register of SSL certificates and ensure change requests are raised and certificates generated and installed ahead of the certificates expiry date;
- Provide a team with knowledge and experience of using Latency, XCA and DigiCert platforms as well as strong general SSL certificate knowledge; and
- Provide a Certificate Dashboard to manage and report upon certificate renewals.



2.8. Service Acceptance

The Supplier shall participate in the impact assessments of new services with relevant Buyer teams to understand the impact of the prospective service moving into operational support as part In-Scope Systems.

This will include any transition and/or acceptance into service activity as articulated in the Buyer Acceptance into service criteria set out in Appendix 7.

2.9. Early Life Support & Pipeline Management

2.9.1. Pipeline Dashboard

The Supplier shall maintain and distribute the Buyer's Early Life Support Pipeline Dashboard, which is stored on the Buyers Confluence solution.

2.9.2. Provision of Early Life Support

The Supplier shall provide support for the ELS period which will include any operational acceptance testing ahead of transition of a system to form part of the In-Scope Systems. This shall include:

2.9.2.1. Provision of resource to support Live Proving

The Supplier shall provide resource(s) for any instances of Live Proving (reviewing deployed Changes to ensure they are working as expected) taking place for an incoming service (where the Supplier is not already part of the deployment team).

2.9.2.2. Event Management – Development of Monitoring

During ELS, the Supplier shall provide recommendations for event management for any systems that are planned to become In-Scope Systems. This includes working with development teams to configure alerts and monitoring to ensure a high quality of service management.

2.9.2.3. Service Profiling

The Supplier shall engage as early as possible with Buyer project and development teams to understand and undertake an impact assessment on the nature of any incoming system and identify potential for impact on the Services e.g. will the introduction of a new service impact any volumetrics related to, and potentially require a Change to, the In-Scope Systems.

2.9.2.4. Creation of Acceptance Criteria

The Supplier shall create specific acceptance criteria for any incoming system which will be the objective criteria for determining the acceptance of any incoming system into the list of In Scope Systems. Acceptance Criteria will subject to agreement by the Buyer,



2.9.2.5. Knowledge Transfer

The Supplier shall provide ongoing knowledge transfer to Civil Servants and stakeholder teams provided by other suppliers (i.e., into the Level 3 support team) with sufficient information for them to deliver their role(s) in relation to the In-Scope Services.

3. Supplier Personnel

This section sets out the requirements in relation to Supplier Personnel.

3.1. Supplier Personnel Security Requirements

The Supplier shall:

- ensure that Supplier Personnel:
 - Have been subject to and passed pre-employment checks that are compliant with ISO/IEC 27001 and ISO/IEC 27002, the HMG Security Policy Framework, and Personnel Security Controls set out therein, and shall include the verification of, as a minimum: identity, unspent criminal convictions and right to work in the United Kingdom;
 - Are subjected to and have passed National Security Clearance at Security Check (SC) level.
- assess with appropriate stakeholders the security levels required when taking on support for new services;
- The Supplier shall obtain the clearance for the agreed staff before commencement of the Services; and
- Prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems, which store, process or are used to manage Buyer Data unless prior agreement has been received from the Buyer in writing.

At a time agreed between the Supplier and the Buyer, but in any event within 90 days after the Commencement Date, the Supplier in collaboration with the Buyer shall conduct a Personnel Security Risk Assessment for each role within their organisation where that role will have direct access to Buyer information or assets. The Supplier may choose the method of assessment, but it must conform to Good Industry Practice or CPNI 'Personnel Security Risk Assessment' attached at Appendix 8 (as such is updated from time to time by the NPSA).

3.2. Supplier Personnel Skills and Experience

The Supplier shall provide the appropriately skilled Supplier Personnel to manage the Services in accordance with the Requirements across the Service Hours, avoiding concentration of knowledge in particular individuals and single points of failure through cross skilling and knowledge sharing.

In the performance of the Services the Supplier shall provide Supplier Personnel who are skilled in the following:

- Experience providing support to services involving a high volume of transactions on a 24/7 basis;



- Experience of Case Working Services in the following areas; Digital Application Processing, Investigation Case Work Management, processing applications from 3rd parties, providing a repository for policy and guidance documents;
- Demonstratable skills and experience of managing and supporting:
 - Cloud Platform Services
 - Access Management for in house developed systems and hosting environments including, but not limited to;
 - LDAP/ MS Active Directory;
 - Containerisation/Kubernetes;
 - PostgreSQL/MongoDB for data extraction; and
 - Git for source control management.
 - Asset Management technologies including, but not limited to:
 - Linux-based system administration (Ubuntu);
 - eYAML;
 - Puppet / Heira / Jenkins;
 - Docker /Ansible / Terraform / K8's;
 - Python / Node.js / Js / Java / Ruby / bash for scripting; and
 - AWS cloud infrastructure administration.
- Experienced in and capable of operating and using the following technologies:
 - Asset & Access Management:
 - SnipeIT;
 - KeyCloak;
 - Ubuntu Desktop;
 - Ubuntu Server;
 - OpenVPN;
 - Open LDAP;
 - JIRA (usage);
 - Confluence (usage);
 - Slack;
 - Tools used for booking appointments; and
 - Application access – OCMT / EZRI.
 - Certificate Management & Environments
 - XCA / Vault;
 - DigiCert;
 - SnipeIT;
 - Service Now; and
 - Confluence (Kas).
 - Monitoring & Incident Management
 - Pagerduty;
 - ELK;
 - Uchiwa / Sensu;
 - Prometheus;
 - ServiceNow;
 - JIRA;
 - Sling (Rota Mgt);
 - Slack; and
 - Grafana.
- Proven ability to support print and personalisation services. This includes connectivity that enables 3rd parties to print documents, Shared Signing Systems using PKI technology;



- Experience providing application support and fault diagnostics to public-facing web services that enable applicants to validate and check their application data, report events and allow interfaces with 3rd parties;
- Experience providing support to complex cloud-based applications using the following technologies: Java, JavaScript (Node.js), RabbitMQ, Kibana, and Grafana;
- Experience providing support to government online services meeting the Digital Service Standard ([Service Standard - Service Manual - GOV.UK \(www.gov.uk\)](https://www.gov.uk/service-manual));
- Experience providing Cyber Security services and monitoring.
- Covering fundamental aspects of Standalone System Transformation (SST) and
- Proven experience of working in an agile development environment.



APPENDICES

The Supplier acknowledges the In Scope Systems outlined in Appendix 1 and the operating models as set out in in Appendices 2-8.

Appendix 1 – In-Scope Systems

[See separate document provided with Contract]

Appendix 2 – Incident Management Operating Model

[See separate document provided with Contract]

Appendix 3 – Problem Management Operating Model

[See separate document provided with Contract]

Appendix 4 - Change Management Operating Model

[See separate document provided with Contract]

Appendix 5 – Event Monitoring and Management Operating Model

[See separate document provided with Contract]

Appendix 6 – Knowledge Management

[See separate document provided with Contract]

Appendix 7 - Acceptance Into Service Criteria

[See separate document provided with Contract]

Appendix 8 - Personnel Security Risk Assessment

Link: [Personnel security risk assessment: A Guide \(npsa.gov.uk\)](https://npsa.gov.uk/personnel-security-risk-assessment-a-guide)

[See separate document provided with Contract]



Attachment 2 – Charges and Invoicing

Part B – Service Charges

Charge	Service Charges
Core Service Charge	

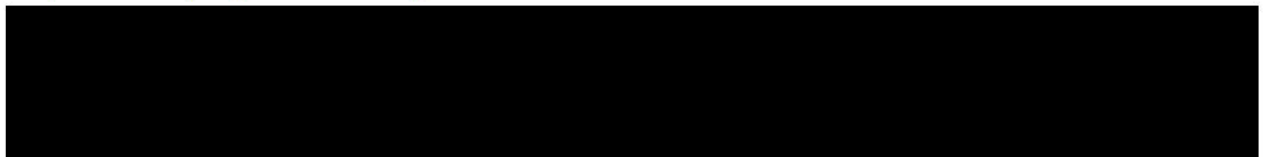
Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Function	Day Rate (£)

Part D – Invoicing Process

- 1.1 Invoices shall be submitted by the Supplier to the Buyer in accordance with Schedule 1, Part D, clause 1 (Supplier Invoices) of the Call-Off Terms.

1.2



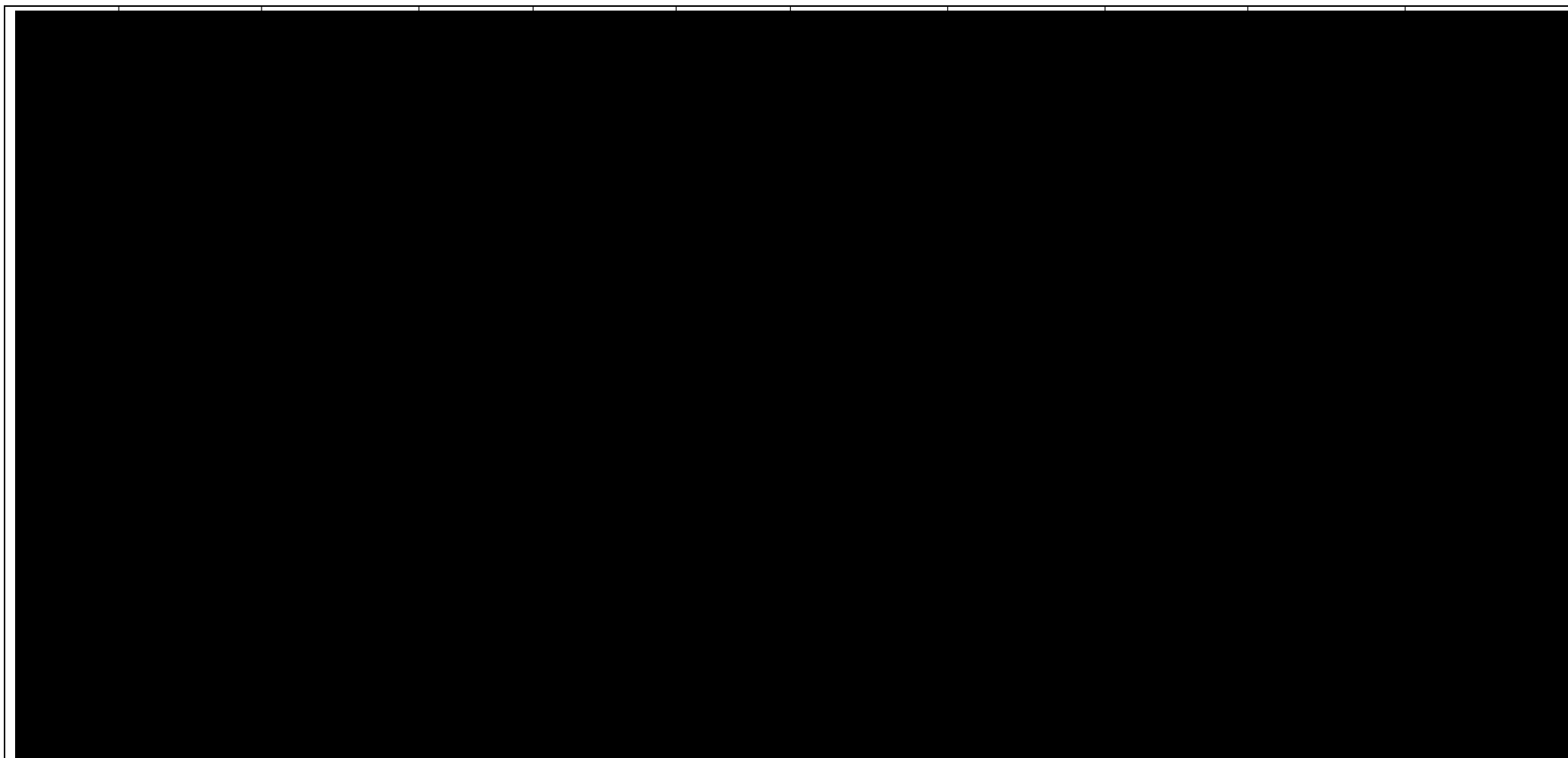


Part E – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

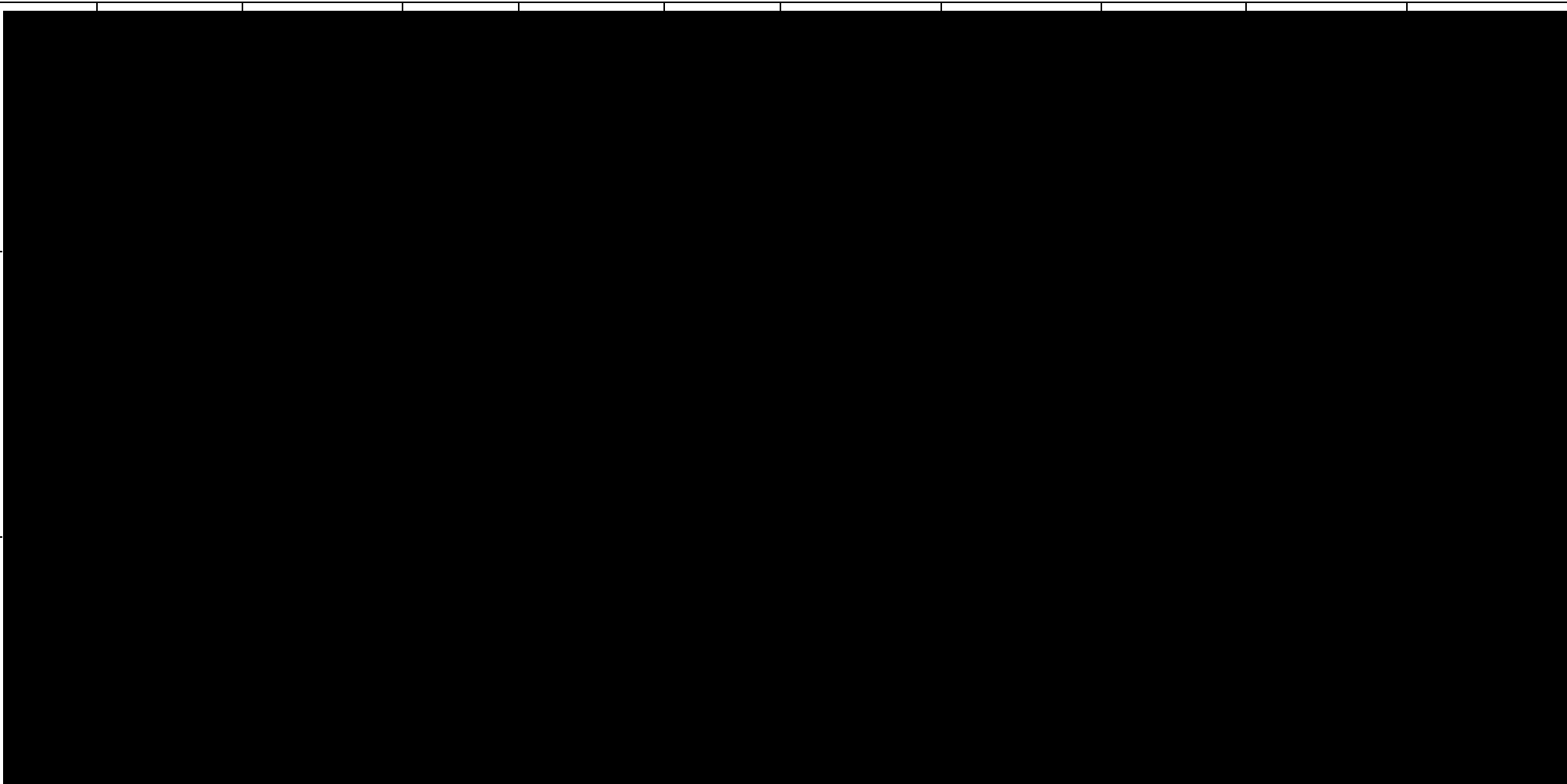


Crown
Commercial
Service





Crown
Commercial
Service





							[REDACTED]		[REDACTED]	
--	--	--	--	--	--	--	------------	--	------------	--

Part F – Early Termination Fee(s)

The Supplier shall be entitled to be paid an early termination fee pursuant to Call-Off Terms Clause 36.2, the Buyer and Supplier agree that if Exit Management is requested by the Buyer fees for Exit Management shall be payable in accordance with the Exit Plan as agreed by the parties. This will include an assessment of TUPE regulations.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan – NOT USED



Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

The performance of the Supplier in delivering the Services for the In-Scope Systems (listed in the Services Specification, as such is updated from time to time by agreement between the Parties) shall be measured against the following Service Levels on a **monthly basis**. Service Credits shall apply for failure to meet the Service Levels, as set out below, and shall also be applied on a **monthly basis**.

1. Incident Management Service Levels

The table below details the Service Levels that shall apply to the provision of Incident Management services, where:

Respond is defined as: The time from a call arriving at the technical support service desk to being answered by the representative who will commence addressing the matters that are the subject of the call; and

Resolve is defined as: The time from a call, written notification, or automatic alert arriving at the technical support provider to the time that the Incident is fixed.

Service Level Number	Priority Level (as defined within the Requirements)	Response Service Level Performance Measure	Resolution Service Level Performance Measure

2. User Access Management and Hardware Provision

The table below details the Service Levels that shall apply to the provision of User Access Management and Hardware.



Service Level Number	Title	Description	Service Level Performance Measure

3. Certificate Management

The table below details the Service Level that shall apply to the provision of Certificate Management services.

Service Level Number	Title	Description	Service Level Performance Measure



4. Knowledge Management

The table below details the Service Level that shall apply to the provision of Knowledge Management services.

Service Level Number	Title	Description	Service Level Performance Measure

5. Notes

The following notes apply to the Service Levels listed in the table below.

Service and applicable Service Levels	Requirements / Constraints	Buyer and Supplier Responsibilities



Service and applicable Service Levels	Requirements / Constraints	Buyer and Supplier Responsibilities

6. Service Credits

6.1. Service Points

One Service Point (SP) is equal to a Service Credit of 0.1% of the Monthly Fixed charge that applies to the same period in which performance against the Monthly Performance Target is measured.

6.2. Incident Management Service Credits

The following Service Levels, Monthly Performance Targets and Service Credits shall apply to Incident Management:

Service Level Reference Number	Priority Level (as defined within the Requirements)	Incident Resolution Service Level Performance Measure	Monthly Performance Target	Service Credit - Volume of SPs accrued for failure to achieve Performance Target



Service Level Reference Number	Priority Level (as defined within the Requirements)	Incident Resolution Service Level Performance Measure	Monthly Performance Target	Service Credit - Volume of SPs accrued for failure to achieve Performance Target

6.3. Other Service Credits

The following Service Levels, Monthly Performance Targets and Service Credits shall apply to all Service Levels listed below:

Service Level Reference Number	Title	Service Level Performance Measure	Monthly Performance Target	Service Credit - Volume of SPs accrued for failure to achieve Performance Target



Service Level Reference Number	Title	Service Level Performance Measure	Monthly Performance Target	Service Credit - Volume of SPs accrued for failure to achieve Performance Target

6.4. Service Credit Cap

Service Credits shall not exceed 10% of the Charges for the Core Services in any monthly period.



Critical Service Level Failure

In relation to Service Level Reference Numbers IM1 and IM2, failure to achieve the Monthly Performance Target in three of any six month period (on a rolling basis) against either or both of these Service Levels shall constitute a Critical Service Level Failure.

For the avoidance of doubt, Service Level Reference Numbers IM1 and IM2 shall be of equal weighting when determining a Critical Service Level Failure, as set out in the example below.

<i>Example One</i>							
<i>Service Level</i>	<i>Jan-25</i>	<i>Feb-25</i>	<i>Mar-25</i>	<i>Apr-25</i>	<i>May-25</i>	<i>Jun-25</i>	<i>Critical Service Level Failure?</i>
<i>IM1 Achievement</i>	92% - Fail	100 - Pass	100% - Pass	100% - Pass	100% - Pass	90% - Fail	Yes - Fail
<i>IM2 Achievement</i>	100 - Pass	100 - Pass	100 - Pass	93% - Fail	100 - Pass	100 - Pass	



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

Not Applicable



Crown
Commercial
Service

Attachment 6 – Software

Not applicable

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
\$		
0		

PART B – RATING AGENCIES

- Dun & Bradstreet
 - Credit Rating Level 1 = A1 - 4
 - Credit Rating Level 2 = B1 - 4
 - Credit Rating Level 3 = C1 - 4
 - Credit Rating Level 4 = D1 - 4
 - Credit Rating Level 5 = E1 - 4
 - Credit Rating Level 6 = F1 - 4
 - Credit Rating Level 7 = G1 - 4
 - Credit Rating Level 8 = H1 - 4
 - Credit Rating Level 9 = N1 - 4

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	Contract Manager and others as determined appropriate by the Buyer
Supplier Members for the Operational Board	Supplier representative/Contract Manager and other Supplier proposed members as agreed with the Buyer
Frequency of the Operational Board	Monthly
Location of the Operational Board	Virtual meeting. The Buyer may, however, request the Supplier to attend the meetings at the Buyer premises, or if agreed by the parties at the Supplier premises, on up to 4 occasions per annum.

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

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Supplier might have access to Personal Data of the Buyer or made available to it by the Buyer whilst delivering the Services by developing and supporting systems for the processing of individuals and goods crossing the UK border and selecting individuals to work on the programme.</p>
Duration of the processing	Personal Data will be processed by the Supplier only for as long as strictly necessary as and when Personal Data is made available to the Supplier by the Buyer during the Call Off Contract period and any extension to it.
Nature and purposes of the processing	<p>Where Personal Data is made available to the Supplier by the Buyer it will be hosted on the Buyer's systems. Personal Data might be made available to the Supplier by the Buyer in relation to the work to be carried out by the Supplier such as:</p> <ul style="list-style-type: none"> the development of software systems, associated testing, third line live support (if required) under the Buyer direction and control
Type of Personal Data	<p>Personal Data may include biographic information, full names, contact details, and address, DOB, National Insurance number, signature, passport information, photographic images, immigration history, and may include specific special category data (special category data is defined as: gender, race, ethnic origin (including nationality), politics, religion, trade union membership, genetics, biometrics (where used for ID purposes) Candidate employment history and qualifications; vetting information; national insurance number; bank details; current address and previous addresses; driving license information. Organisation information including: Vehicle IDs; organisation's addresses; carrier information (airline, ferry, shipping manifests); passenger lists; system information e.g. IP addresses and user names</p>

Categories of Data Subject	<p>Includes:</p> <p>Border's customers</p> <p>Home Office System User</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>All access rights to view and process Personal Data will be revoked by the Buyer upon termination of the Call-Off Contract.</p> <p>Access rights for an individual to view and process Personal Data will be revoked by the Buyer upon Supplier Staff ceasing to provide the Services and working on the Contract.</p>

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance metrics	<ul style="list-style-type: none"> Details of the Supplier's performance against the Service Levels. 	To be agreed between the Parties within two months of the Effective Date	Monthly, commencing one month from the Effective Date
Call-Off Contract Charges	<ul style="list-style-type: none"> Contract prices and any incentivisation mechanisms in the contract. Cumulative spend to date against the Contract. 	To be agreed between the Parties within two months of the Effective Date	Quarterly, commencing three months from the Effective Date
Key Subcontractors and supply chain governance	<ul style="list-style-type: none"> Details of any Key Subcontractors and the key services that they perform. Governance arrangements, including those for supply chains where significant contract value rests with subcontractors. 	To be agreed between the Parties within two months of the Effective Date	Quarterly, commencing three months from the Effective Date
Performance and underperformance management	<ul style="list-style-type: none"> Plans for management of any underperformance by the Supplier or its Key Subcontractors Details of any agreed service improvement plans. 	To be agreed between the Parties within two months of the Effective Date	Monthly, commencing one month from the Effective Date
Resource plans	<ul style="list-style-type: none"> Details of the roles of any Key Staff involved in Service delivery. An overview of the Supplier resources engaged on the Contract. 	To be agreed between the Parties within two months of the Effective Date	Quarterly, commencing three months from the Effective Date

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

FRAMEWORK SCHEDULE 4 – ANNEX 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5

ALTERNATIVE CLAUSES – NOT USED

ADDITIONAL CLAUSES AND SCHEDULES

SCHEDULES	S1	Implementation Plan – NOT USED
	S2	Testing Procedures – NOT USED
	S3	Security Requirements (Part A)
	S4	Staff Transfer – NOT USED
	S5	Benchmarking – NOT USED
	S6	Business Continuity and Disaster Recovery
	S7	Continuous Improvement
	S8	Guarantee
	S9	MOD Terms – NOT USED
CLAUSES	C1	Relevant Convictions – NOT USED
	C2	Security Measures – NOT USED
	C3	Collaboration Agreement – NOT USED

Additional Special Conditions	AS
	C1 Transition

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 55. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES

S1 IMPLEMENTATION PLAN – NOT USED

S2 TESTING PROCEDURES – NOT USED

S3 SECURITY REQUIREMENTS

PART A – SHORT FORM SECURITY REQUIREMENTS

1. DEFINITIONS

1.1 In this Part A of Schedule S3 (Security Requirements), the following definitions shall apply:

"Security Management Plan"

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 is set out in the Order Form and as updated from time to time.

2. COMPLIANCE WITH SECURITY REQUIREMENTS AND UPDATES

- 1.1 The Supplier shall comply with the Security Policy and the requirements of this Schedule S3 (Security Requirements) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.1 Where the Security Policy applies, the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 3.1 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 Services it may propose a Change 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 then be subject to the Change Control Procedure.
- 4.1 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Change Control Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

3. SECURITY STANDARDS

- 1.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.
- 2.1 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 2.1.5 is in accordance with the Law and this Contract;
 - 2.2.5 as a minimum demonstrates Good Industry Practice;
 - 2.3.5 meets any specific security threats of immediate relevance to the Services and/or the Buyer Data; and
 - 2.4.5 where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.1 The references to standards, guidance and policies contained or set out in this Schedule 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.
- 4.1 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY MANAGEMENT PLAN

Introduction

- 1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Part A of Schedule S3 (Security Requirements). The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Content of Security Management Plan

- 2.1 The Security Management Plan shall:

- 2.1.5 comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- 2.2.5 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- 2.3.5 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Services, processes associated with the provision of the Services, the Buyer Premises, the Sites and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 2.4.5 be developed to protect all aspects of the Services and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 2.5.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the 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 Services comply with the provisions of this Contract;
- 2.6.5 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 2.1 the Security Policy; and
- 2.7.5 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 Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Part A Schedule S3 (Security Requirements).

Development of the Security Management Plan

- 3.1 Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph 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 set out in the Order Form.
- 4.1 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3, or any subsequent revision to it in accordance with Paragraph 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 Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 5.1 The Buyer shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to Paragraph 4.4. 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.
- 6.1 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.4 or of any change to the Security Management Plan in accordance with Paragraph 4 shall not relieve the Supplier of its obligations under this Part A Schedule S3 (Security Requirements).

Amendment of the Security Management Plan

- 7.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- 7.1.5 emerging changes in Good Industry Practice;
 - 7.2.5 any change or proposed change to the Services and/or associated processes;
 - 7.3.5 where necessary in accordance with Paragraph 2.1, any change to the Security Policy;
 - 7.4.5 any new perceived or changed security threats; and
 - 7.5.5 any reasonable change in requirements requested by the Buyer.
- 8.1 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 8.1.5 suggested improvements to the effectiveness of the Security Management Plan;
 - 8.2.5 updates to the risk assessments; and
 - 8.3.5 suggested improvements in measuring the effectiveness of controls.
- 9.1 Subject to Paragraph 4.10, 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 4.7, a request by the Buyer or otherwise) shall be subject to the Change Control Procedure.
- 10.1 The Buyer may, acting reasonably, approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. SECURITY BREACH

- 1.1 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.
- 2.1 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
- 3.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- 3.1.5 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 3.2.5 remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 3.3.5 prevent an equivalent breach in the future exploiting the same cause failure; and
 - 3.4.5 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.
- 4.1 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph 2.1) or the requirements of this Part A Schedule S3 (Security Requirements), then any required change to the Security Management Plan shall be at no cost to the Buyer.

S4 STAFF TRANSFER – NOT USED

S5 BENCHMARKING – NOT USED

S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

- 1.1 In this Schedule, the following definitions shall apply:

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides services to the Buyer which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 1.1 Within sixty (60) Working Days of the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 1.1.3 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
 - 1.2.3 the recovery of the Services in the event of a Disaster
- 2.1 The BCDR Plan shall be divided into three sections:
 - 2.1.3 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.3 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 3.1 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 1.1 Section 1 of the BCDR Plan shall:
 - 1.1.3 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 1.2.3 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
 - 1.3.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 1.4.3 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 1.5.3 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 1.6.3 contain a risk analysis, including:
 - (d) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (d) identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - (d) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
 - 1.7.3 provide for documentation of processes, including business processes, and procedures;

- 1.8.3 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 1.9.3 identify the procedures for reverting to "normal service";
- 1.10.3 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 1.11.3 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 1.12.3 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 2.1 The BCDR Plan shall be designed so as to ensure that:
 - 2.1.3 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.3 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.3.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.4.3 it details a process for the management of disaster recovery testing.
- 3.1 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.
- 4.1 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 1.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 1.1.3 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
 - 1.2.3 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 2.1 The Business Continuity Plan shall:
 - 2.1.3 address the various possible levels of failures of or disruptions to the provision of Services;
 - 2.2.3 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
 - 2.3.3 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 1.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 2.1 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 2.1.3 loss of access to the Buyer Premises;
 - 2.2.3 loss of utilities to the Buyer Premises;
 - 2.3.3 loss of the Supplier's helpdesk or CAFM system;
 - 2.4.3 loss of a Sub-Contractor;
 - 2.5.3 emergency notification and escalation process;
 - 2.6.3 contact lists;
 - 2.7.3 staff training and awareness;
 - 2.8.3 BCDR Plan testing;
 - 2.9.3 post implementation review process;
 - 2.10.3 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 2.11.3 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

2.12.3 testing and management arrangements.

6. Review and changing the BCDR Plan

- 1.1 The Supplier shall review the BCDR Plan:
 - 1.1.3 on a regular basis and as a minimum once every six (6) months;
 - 1.2.3 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 1.3.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 2.1 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 3.1 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 4.1 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.1 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. Testing the BCDR Plan

- 1.1 The Supplier shall test the BCDR Plan:
 - 1.1.3 regularly and in any event not less than once in every Contract Year;
 - 1.2.3 in the event of any major reconfiguration of the Services; and
 - 1.3.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 2.1 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 3.1 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 4.1 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 5.1 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

- 5.1.3 the outcome of the test;
 - 5.2.3 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 5.3.3 the Supplier's proposals for remedying any such failures.
- 6.1 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 1.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

S7 CONTINUOUS IMPROVEMENT

1. SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 6.1 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 7.1 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 7.1.5 identifying the emergence of relevant new and evolving technologies;
 - 7.2.5 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);
 - 7.3.5 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 7.4.5 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 8.1 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 9.1 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.
- 10.1 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.
- 11.1 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 12.1 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.5:

- 12.1.5 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
- 12.2.5 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.
- 13.1 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 14.1 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.
- 15.1 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 16.1 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

S8 GUARANTEE

1. GUARANTEE

- 17.1 Where a Buyer has stipulated in the Order Form that the award of this Contract is conditional upon the receipt of a Guarantee then, on or prior to the Commencement Date or on any other date specified by the Buyer, the Supplier shall deliver to the Buyer:
 - 17.1.5 an executed Guarantee from a Guarantor; and
 - 17.2.5 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 18.1 Where a Buyer has procured a Guarantee from the Supplier under Paragraph 1.1 above, the Buyer may terminate the Contract for material Default where:
 - 18.1.5 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
 - 18.2.5 the Guarantor is in breach or anticipatory breach of the Guarantee;
 - 18.3.5 an Insolvency Event occurs in respect of the Guarantor;
 - 18.4.5 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
 - 18.5.5 the Supplier fails to provide any of the documentation required by Paragraph 1.1 by the date so specified by the Buyer;

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.]

ANNEX – FORM OF GUARANTEE

DEED OF GUARANTEE

PROVIDED BY

[REDACTED]

FOR THE BENEFIT OF

HOME OFFICE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the 10th day of December 20[24]

PROVIDED BY:

[REDACTED]
[REDACTED]
[REDACTED] Guarantor")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed of Guarantee:

- 1.1.5 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

- 1.2.5 the words and phrases below shall have the following meanings:

"Beneficiary"	means Home office and "Beneficiaries" shall be construed accordingly;
"Contract"	means the call off contract between the Supplier and the Buyer;
"Framework Contract"	means the framework contract with Framework Reference RM6100 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
"Guaranteed Agreement"	means the Contract;
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are

supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

“Supplier”

means [Version 1 Solutions Limited with registered office Suite 3D&E, Third Floor, 31 Temple Street, Birmingham, England, B2 5DB, registration number 03438874.

- 2.1 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 3.1 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 4.1 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 5.1 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 6.1 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 7.1 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 8.1 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 9.1 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 10.1 references to liability are to include any liability whether actual, contingent, present or future.

6. GUARANTEE AND INDEMNITY

- 1.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.1 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 3.1 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:
 - 3.1.5 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 3.2.5 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

- 4.1 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

7. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

8. DEMANDS AND NOTICES

- 1.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 2.1 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 2.1.5 if delivered by hand, at the time of delivery; or
 - 2.2.5 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 2.3.5 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 3.1 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.1 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

9. BENEFICIARY'S PROTECTIONS

- 1.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment,

termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 2.1 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 2.1.5 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
 - 2.2.5 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
 - 2.3.5 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
 - 2.4.5 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 3.1 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 4.1 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.1 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 6.1 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 7.1 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 8.1 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

10. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

11. RIGHTS OF SUBROGATION

1.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

- 1.1.5 of subrogation and indemnity;
- 1.2.5 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
- 1.3.5 to prove in the liquidation or insolvency of the Supplier,
only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

12. DEFERRAL OF RIGHTS

1.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

- 1.1.5 exercise any rights it may have to be indemnified by the Supplier;
- 1.2.5 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
- 1.3.5 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
- 1.4.5 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
- 1.5.5 claim any set-off or counterclaim against the Supplier;

2.1 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

13. REPRESENTATIONS AND WARRANTIES

1.1 The Guarantor hereby represents and warrants to the Beneficiary that:

- 1.1.5 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
- 1.2.5 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
- 1.3.5 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- (a) the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - (c) any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - (c) the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
 - 1.4.5 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
 - 1.5.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.
- 14. PAYMENTS AND SET-OFF**
- 1.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 2.1 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 3.1 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.
- 15. GUARANTOR'S ACKNOWLEDGEMENT**
- The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.
- 16. ASSIGNMENT**
- 1.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 2.1 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.
- 17. SEVERANCE**
- If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.
- 18. THIRD PARTY RIGHTS**
- Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 19. SURVIVAL**
- This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.
- 20. GOVERNING LAW**

- 1.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 2.1 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 3.1 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 4.1 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 5.1 The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] [a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[REDACTED]

Director

S9 MOD TERMS – NOT USED

ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES

- C1 RELEVANT CONVICTIONS – NOT USED**
- C2 SECURITY MEASURES – NOT USED**
- C3 COLLABORATION AGREEMENT – NOT USED.**