

# **DPS Schedule 6 (Order Form Template and Order Schedules)**

## **Order Form**

ORDER REFERENCE: tfl\_scp\_002304 Electric Vehicle Rapid Charging Hubs  
Technical Feasibility Consultancy Services

THE BUYER: TTL Properties Limited

BUYER ADDRESS 5 Endeavour Square, London E20 1JN

THE SUPPLIER: Ove Arup & Partners Limited

SUPPLIER ADDRESS: 8 Fitzroy Street, London, United Kingdom, W1T 4BJ

REGISTRATION NUMBER: 01312453

DUNS NUMBER: 22-776-0899

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-AV7FU95

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 3 January 2023.

It's issued under the DPS Contract with the reference number RM6213 for the provision Electric Vehicle Rapid Charging Hubs Technical Feasibility Consultancy Services.

DPS FILTER CATEGORY(IES):  
Buyer Funded - Consultancy & Feasibility Services

## ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6213
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) **NOT USED**
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for **RM6213**
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details) – Volume 3 Financial Submission
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 20 (Order Specification) – Volume 2 The Specification
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

## ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

### **SC1. Special Term 1: Intellectual Property Rights**

- SC1.1 The Supplier hereby assigns with full title guarantee to the Buyer all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Supplier in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- SC1.2 The Supplier shall provide the Buyer with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- SC1.3 The Supplier shall have no right (save where expressly permitted under the Contract or with the Buyer’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Buyer.
- SC1.4 The Supplier shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

### **SC2. Special Term 2: Consultancy - Disclaimer Clause**

- SC2.1 For the purpose of Clause SC2.2, “Report” means any report, paper or document prepared by the supplier for the Buyer as part of or in the course of providing the Services or as otherwise requested by the buyer in connection with the Services.
- SC2.2 The Supplier agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Supplier expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

### **SC3. Special Term 3: Crime and Disorder Act 1998**

- SC3.1 The Supplier acknowledges that the Buyer is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
- SC3.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the buyer’s duties;
- SC3.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

SC3.1.3 without prejudice to any other obligation imposed on the Buyer, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Supplier will assist and co-operate with the Buyer, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Buyer where possible to enable the Buyer to satisfy its duty.

## **Special Term 4: London Living Wage**

### **SC4. London Living Wage**

For the purposes of this Clause SC4, the following expressions have the corresponding meanings:

**“CCSL”** the Centre for Civil Society Limited or any relevant replacement organisation as notified by the buyer from time to time;

**“London Living Wage”** the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website ([www.livingwage.org.uk](http://www.livingwage.org.uk));

**“Subcontractor”** a sub-contractor (of any tier) of the supplier.

SC4.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the buyer Group ensure that the London Living Wage be paid to anyone engaged by any member of the buyer Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Buyer's estate in the circumstances set out in Clause SC4.3.1.

SC4.2 Without prejudice to any other provision of this Contract, the Supplier shall:

SC4.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

SC4.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

SC4.2.1.2 on the Buyer's estate including (without limitation) premises and land owned or occupied by the Buyer,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

SC4.2.2 ensure that none of:

SC4.2.2.1 its employees; nor

SC4.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

SC4.2.3 provide to the Buyer such information concerning the London Living Wage as the Buyer or its nominees may reasonably require from time to time, including (without limitation):

SC4.2.3.1 all information necessary for the Buyer to confirm that the supplier is complying with its obligations under Clause SC4; and

SC4.2.3.2 reasonable evidence that Clause SC4 has been implemented;

SC4.2.4 disseminate on behalf of the Buyer to:

SC4.2.4.1 its employees; and

SC4.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Buyer may reasonably require from time to time and promptly collate and return to the Buyer responses to such questionnaires; and

SC4.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

SC4.2.5.1 allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;

SC4.2.5.2 procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Subcontractors'

employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause SC4.3.1 have been complied with.

SC4.3 For the avoidance of doubt the Supplier shall:

SC4.3.1 Implement the annual increase in the rate of the London Living Wage; and

SC4.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

SC4.4 The Buyer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

SC4.5 Without limiting the Buyer's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause SC4 within four (4) weeks' notice of the same from the Buyer (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause SC4 following the Notice Period, the buyer may by written notice to the Supplier immediately terminate this Contract.

ORDER START DATE: 5 January 2023

ORDER EXPIRY DATE: Eighteen (18) months from the Order Start Date with an option to extend for up to an additional six (6) months

ORDER INITIAL PERIOD: Eighteen (18) months from the Order Start Date

#### DELIVERABLES

As set out in Volume 2 – The Specification (which will be incorporated as Schedule 20 to this Order Form).

#### MAXIMUM LIABILITY

In line with the CCS Dynamic Purchasing System obligations, the Supplier shall hold the following insurances:

- Professional indemnity insurance with cover of not less than one million pounds (£1,000,000). Applicable to Construction and Feasibility, Groundworks (Civil Engineering and Construction) and End to End Services;
- Product liability insurance with cover of not less than one million pounds (£1,000,000). Applicable to Hardware and Accessories and End to End services;

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- Employers' (compulsory) liability insurance with cover of not less than five million pounds (£5,000,000);
- Public Liability insurance with cover of not less than five million pounds (£5,000,000). Please Note - Due to the nature of the Services TfL has deemed it necessary to increase the level of Public Liability from the DPS standard one million pounds.

### ORDER CHARGES

See details in Order Schedule 5 (Pricing Details) – (Volume 3 Financial Submission)

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

Payment must be made within 30 days of receipt of invoices.

### BUYER'S INVOICE ADDRESS:

Email address where PDF invoices shall be sent: [invoices@tfl.gov.uk](mailto:invoices@tfl.gov.uk)

### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

### BUYER'S ENVIRONMENTAL POLICY

See Appendix A (TfL HSE Policy - P133 A9) of Order Schedule 20 (Order Specification)

### BUYER'S SECURITY POLICY

See Appendix B (TfL Information Security Policy - P116 A5) of Order Schedule 20 (Order Specification)

### SUPPLIER'S AUTHORISED REPRESENTATIVE

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

### SUPPLIER'S CONTRACT MANAGER

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

### PROGRESS REPORT FREQUENCY

DPS Ref: RM6213  
Project Version: v3.0  
Model Version: v1.1

## PROGRESS MEETING FREQUENCY

As detailed in of Order Schedule 20 (Order Specification)

Response	Percentage
U.S. should take action	85%
U.S. should not take action	14%
Don't know	1%
No answer	0%

Technology	Percentage
Email	85%
Social media	75%
Video conferencing	60%
Virtual reality	40%

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Gender	Percentage
Male	20%
Female	25%
Non-binary	30%
Transgender	35%

Age Group	Should Take Action (%)	Should Not Take Action (%)
18-29	85	15
30-49	85	15
50-69	85	15
70+	85	15

N/A

Not applicable

DPS Ref: RM6213  
Project Version: v3.0  
Model Version: v1.1



Supplier's Commercially Sensitive Information – see Joint Schedule 4  
(Commercially Sensitive Information)

#### SERVICE CREDITS

Indicative Key Performance Indicators (KPIs) are detailed in Order Schedule 20 (Order Specification). These will be discussed with the Supplier at the inception meeting and following the meeting the Parties will agree in writing what KPIs will be included in the Order Contract using a Variation.

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

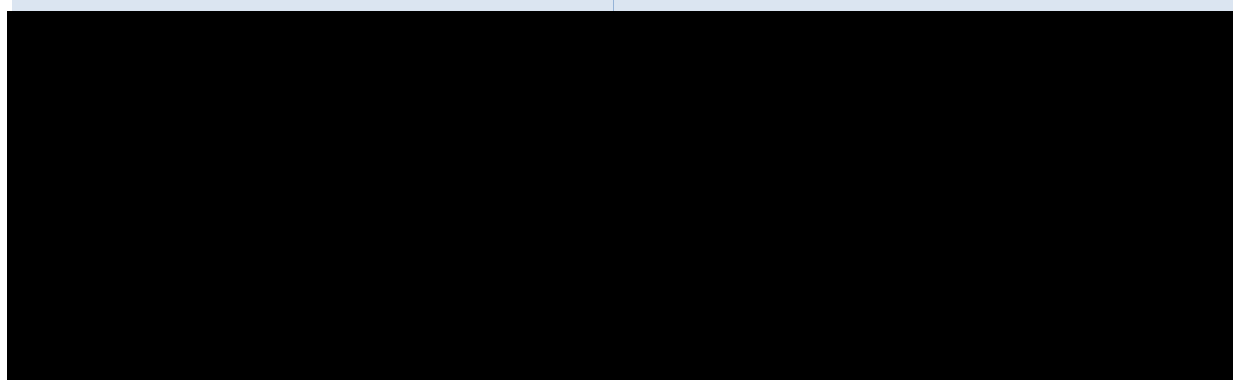
Not used.

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

**For and on behalf of the Supplier:**

**For and on behalf of the Buyer:**



## Joint Schedule 1 (Definitions)

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

**Joint Schedule 1 (Definitions)**

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"><li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract);</li><li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li><li>c) verify the Open Book Data;</li><li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li><li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li></ul>

	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
<b>"Central Government Body"</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>a) Government Department;</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c) Non-Ministerial Department; or</li> <li>d) Executive Agency;</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority,

	would cause the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the DPS Contract or the Order Contract, as the context requires;
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"Contract Period"</b>	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

**Joint Schedule 1 (Definitions)**

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	<ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>a) Overhead;</li> <li>b) financing or similar costs;</li> <li>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>d) taxation;</li> <li>e) fines and penalties;</li> <li>f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments

	and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof



	will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " <b>Disaster Period</b> ");
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"DPA 2018"</b>	a) the Data Protection Act 2018;
<b>"DPS"</b>	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
<b>"DPS Application"</b>	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
<b>"DPS Appointment Form"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;

<b>"DPS Contract"</b>	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
<b>"DPS Initial Period"</b>	the initial term of the DPS Contract as specified in the DPS Appointment Form;
<b>"DPS Optional Extension Period"</b>	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
<b>"DPS Pricing"</b>	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
<b>"DPS Registration"</b>	the registration process a Supplier undertakes when submitting its details onto the Platform;
<b>"DPS SQ Submission"</b>	the Supplier's selection questionnaire response;
<b>"DPS Special Terms"</b>	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
<b>"DPS Start Date"</b>	the date of start of the DPS Contract as stated in the DPS Appointment Form;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	the earlier of:  a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or  if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

	minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form; a)
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Contract Charges; or  ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or  iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
<b>"Filter Categories"</b>	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
<b>"FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:  a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;  b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

	<p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> </ul> <p>any failure of delay caused by a lack of funds;</p>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"GDPR"</b>	i) the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	<p>b) the legislation in Part 5 of the Finance Act 2013; and</p> <p>any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	a) goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> </ul>

	the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
"Guarantor"	i) the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a) a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) and the relevant Order Form;

<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or

	<p>business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	a) any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;

**Joint Schedule 1 (Definitions)**

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<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Information"</b>	the management information specified in DPS Schedule 5 (Management Levy and Information);
<b>"Management Levy"</b>	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the DPS Appointment Form;
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> </ul> is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
<b>"MI Reporting Template"</b>	a) means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;



<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> <p>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency)</li> </ul>

	<p>together with a list of agreed rates against each manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	a) means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Contract"</b>	b) the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Order Contract Period"</b>	the Contract Period in respect of the Order Contract;
<b>"Order Expiry Date"</b>	the date of the end of an Order Contract as stated in the Order Form;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
<b>"Order Form Template"</b>	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
<b>"Order Incorporated Terms"</b>	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
<b>"Order Initial Period"</b>	the Initial Period of an Order Contract specified in the Order Form;
<b>"Order Optional Extension Period"</b>	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Order Procedure"</b>	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);

<b>"Order Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
<b>"Order Start Date"</b>	the date of start of an Order Contract as stated in the Order Form;
<b>"Order Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DPS Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Platform"</b>	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;

**Joint Schedule 1 (Definitions)**

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<b>"Processor Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"><li>i) induce that person to perform improperly a relevant function or activity; or</li><li>ii) reward that person for improper performance of a relevant function or activity;</li></ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"><li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li><li>ii) under legislation or common law concerning fraudulent acts; or</li><li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li></ul> <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;

<b>"Recall"</b>	a) a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>a) full details of the Default that has occurred, including a root cause analysis;</p> <p>b) the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	a) the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>

	c) information derived from any of the above;
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);

<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  a) the Deliverables are (or are to be) provided; or  the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>"SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>"Special Terms"</b>	a) any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any:  a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;  b) standards detailed in the specification in DPS Schedule 1 (Specification);

	c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;  relevant Government codes of practice and guidance applicable from time to time;
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a) a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:  a) provides the Deliverables (or any part of them);  b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or  is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	a) any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the DPS Appointment Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
<b>"Supplier's Confidential Information"</b>	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;  Information derived from any of (a) and (b) above;



<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	a) the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
<b>"Supplier Non-Performance"</b>	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	a) in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;

<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	a) Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> <li>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</li> <li>(ii) Commercially Sensitive Information;</li> </ul>
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

## Joint Schedule 2 (Variation Form)

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is the Commercially Sensitive Information?

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

No.	Date	Item(s)	Duration of Confidentiality
1	02.08.2022	Fees/rates	6 years following completion of the project
2	02.08.2022	Case studies	2 years following completion of the project
3	02.08.2022	CVs and experience	2 years following completion of the project
4	02.08.2022	Software and tools	2 years following completion of the project

## Joint Schedule 3 (Insurance Requirements)

### 1. The insurance you need to have

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

### 2. How to manage the insurance

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

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

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

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

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

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

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

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

### **Joint Schedule 3 (Insurance Requirements)**

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



**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
  - 1.1 Professional indemnity insurance with cover of not less than one million pounds (£1,000,000). Applicable to Construction and Feasibility, Groundworks (Civil Engineering and Construction) and End to End Services;
  - 1.2 Public liability insurance with cover of not less than one million pounds (£1,000,000);
  - 1.3 Product liability insurance with cover of not less than one million pounds (£1,000,000). Applicable to Hardware and Accessories and End to End services;
  - 1.4 Employers' (compulsory) liability insurance with cover of not less than five million pounds (£5,000,000).

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
  - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
  - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

## **Joint Schedule 6 (Key Subcontractors)**

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and
  - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
  - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

## Joint Schedule 7 (Financial Difficulties)

### 1. Definitions

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

<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Monitored Company as set out in Annex 2;
<b>"Financial Distress Event"</b>	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"><li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li><li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li><li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;</li><li>d) Monitored Company committing a material breach of covenant to its lenders;</li><li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li><li>f) any of the following:<ul style="list-style-type: none"><li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li><li>ii) non-payment by the Monitored Company of any financial indebtedness;</li><li>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li></ul></li></ul>

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Order Contract;

**"Financial Distress Service Continuity Plan"**

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Order] Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

Supplier

**"Rating Agencies"**

the rating agencies listed in Annex 1.

## **2. When this Schedule applies**

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive termination or expiry of this Contract:
  - 2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and
  - 2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

## **3. What happens when your credit rating changes**

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 The Supplier shall:
  - 3.3.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

- 3.3.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

#### **4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
  - 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
  - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
  - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
  - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
  - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

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

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.3;

- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

**6. What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
  - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).



## **ANNEX 1: RATING AGENCIES**

Dunn and Bradstreet

## ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

### Part 1: Current Rating

Entity	Credit rating (long term)
Ove Arup & Partners Limited	■

## Joint Schedule 10 (Rectification Plan)

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

**Joint Schedule 10 (Rectification Plan)**

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

## Joint Schedule 12 (Supply Chain Visibility)

### 1. Definitions

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

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

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

2.1 The Supplier shall:

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

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

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

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

**Annex 1**

**Supply Chain Information Report template**



Supply Chain Information  
Report templat

## **Order Schedule 1 (Transparency Reports)**

Order Ref:

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## **Order Schedule 1 (Transparency Reports)**

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



## Order Schedule 1 (Transparency Reports)

Order Ref:

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### Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[ ]	[ ]	[ ]
[Order Contract Charges]	[ ]	[ ]	[ ]
[Key Subcontractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

## Order Schedule 3 (Continuous Improvement)

### 1. Buyer's Rights

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

### 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

### **Order Schedule 3 (Continuous Improvement)**

Order Ref:

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

**Order Schedule 5 (Pricing Details)**

Order Ref: tfl-scp\_002304

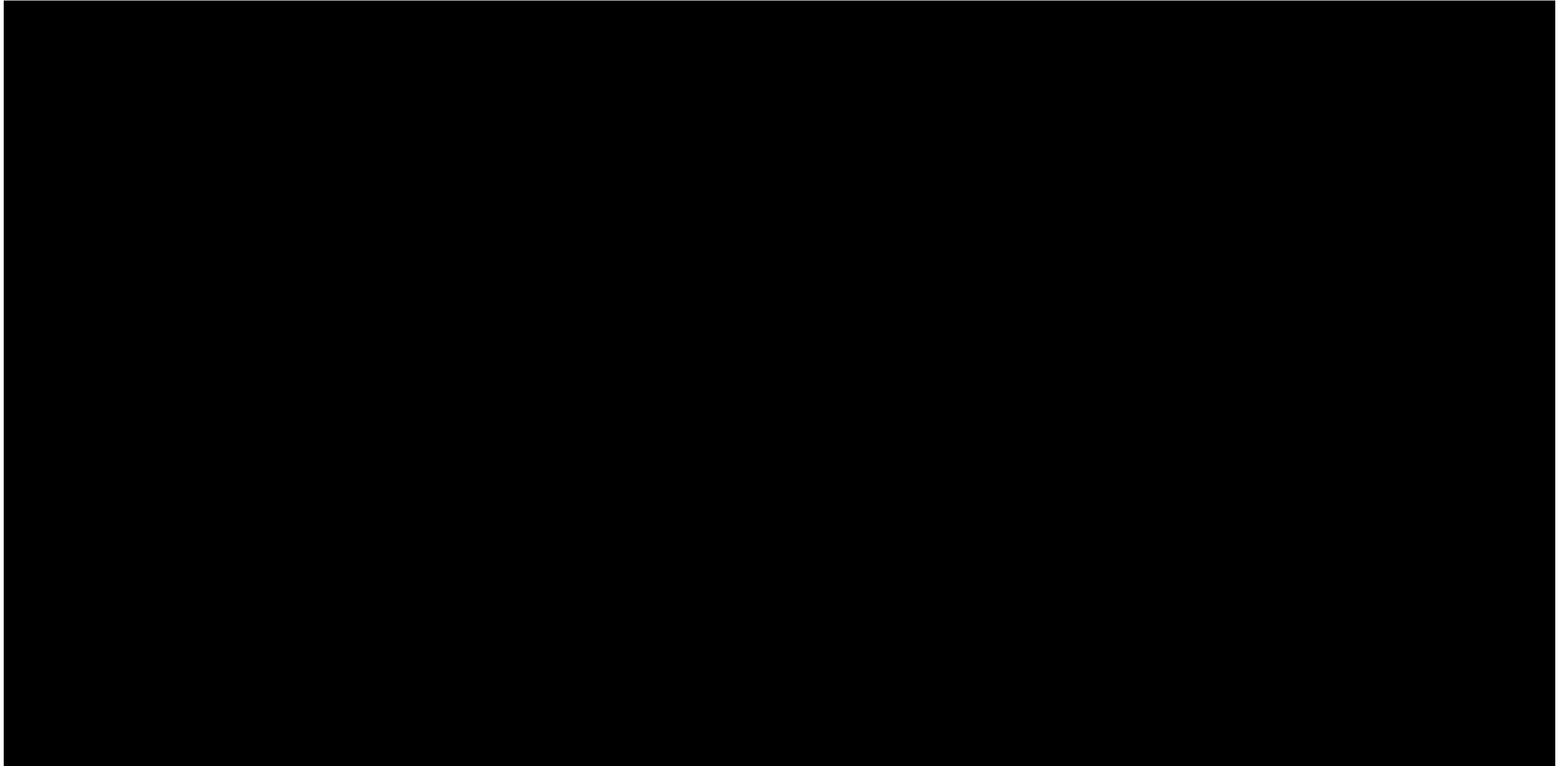
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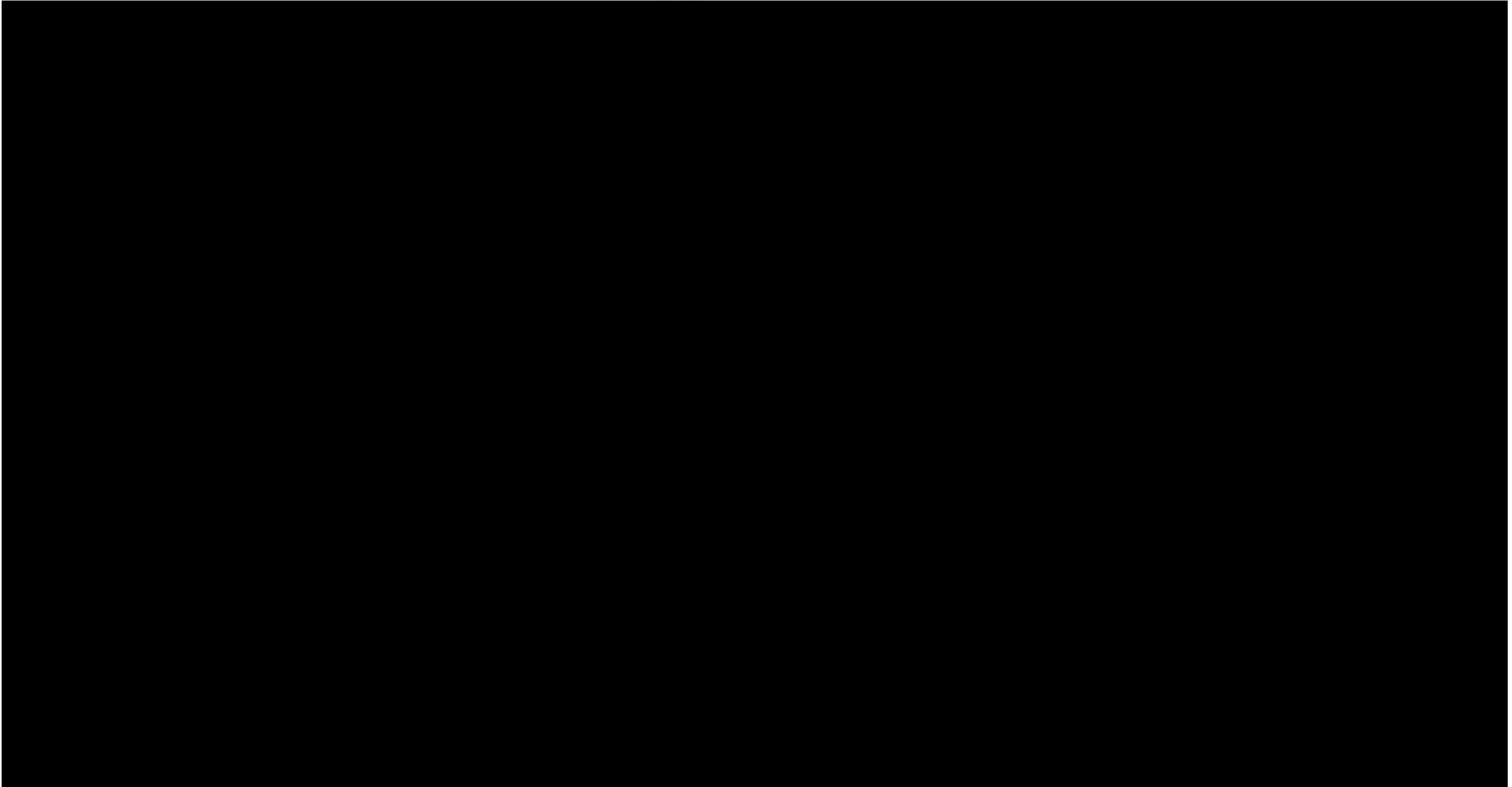
## **Order Schedule 5 (Pricing Details)**

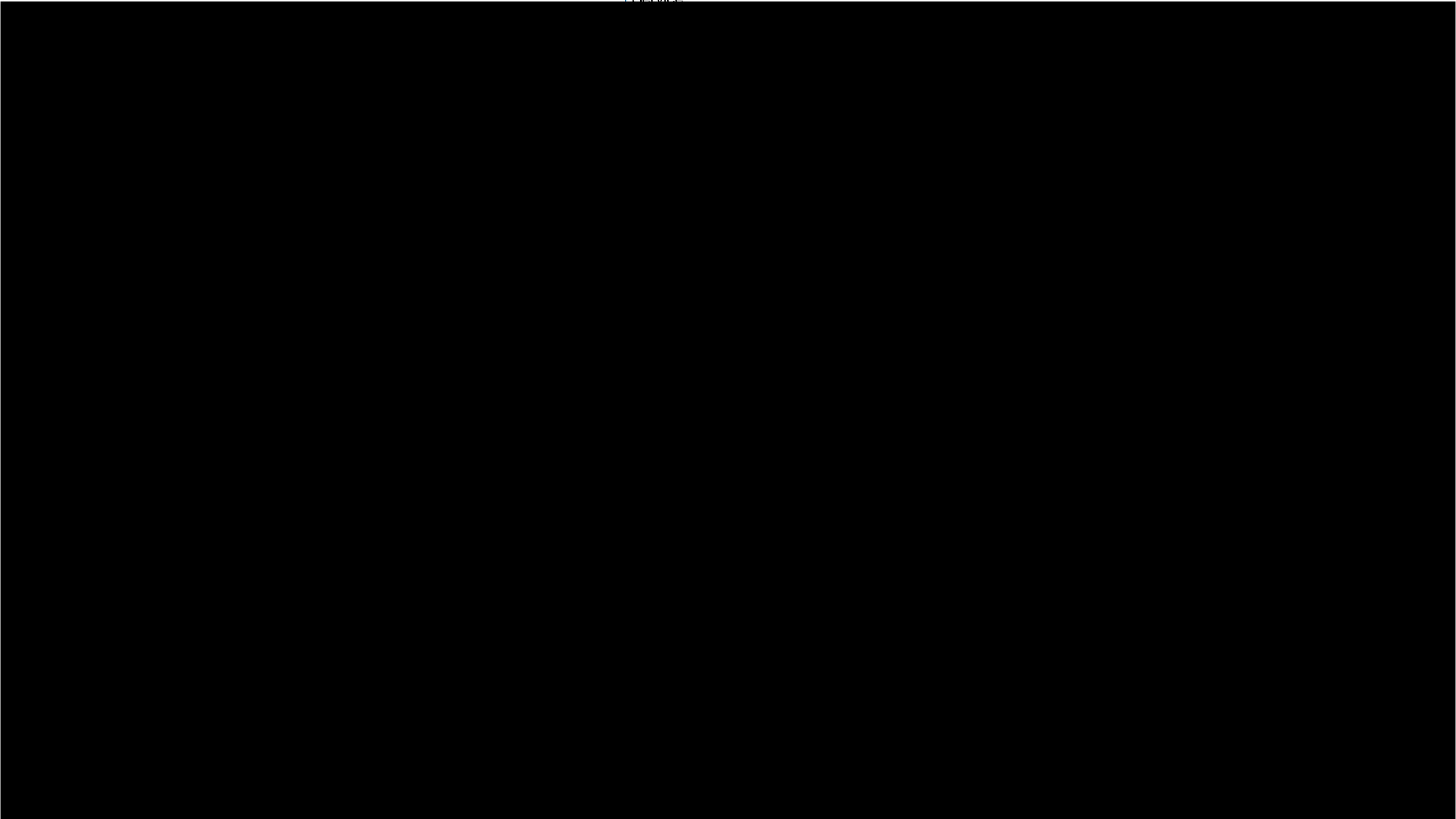
**Order Schedule 5 (Pricing Details)**

Order Ref: tfl-scp\_002304

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## **Order Schedule 7 (Key Supplier Staff)**

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and



**Order Schedule 7 (Key Supplier Staff)**

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- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1- Key Roles

Key Role	Key Staff	Contract Details

## Order Schedule 10 (Exit Management)

### 1. Definitions

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer

## Order Schedule 10 (Exit Management)

Order Ref:

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	pursuant to the Termination Assistance Notice;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

## 2. Supplier must always be prepared for contract exit

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

## **Order Schedule 10 (Exit Management)**

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### **2.3 The Supplier shall:**

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

### **3. Assisting re-competition for Deliverables**

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

### **4. Exit Plan**

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

## **Order Schedule 10 (Exit Management)**

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- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
  - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
  - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
  - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
  - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
    - (a) every six (6) months throughout the Contract Period; and
    - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

## Order Schedule 10 (Exit Management)

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- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## 5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph **Error! Reference source not found.**, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

## **6. Termination Assistance Period**

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
  - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
  - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **7. Obligations when the contract is terminated**

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
- 7.2.1 vacate any Buyer Premises;
  - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely



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responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

## 8. Assets, Sub-contracts and Software

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

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

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

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

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

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

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people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

**9. No charges**

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

**10. Dividing the bills**

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

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

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

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

## Order Schedule 15 (Order Contract Management)

### 1. Definitions

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

**"Operational Board"** the board established in accordance with paragraph 2.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

### 2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### 3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

## **Order Schedule 15 (Order Contract Management)**

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- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

### **4. Role of the Operational Board**

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **5. Contract Risk Management**

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

## **Annex: Contract Boards**

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

See Order Schedule 20 (Order Specification)

## **Order Schedule 20 (Order Specification)**

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

# Transport for London



## Volume 2: The Specification

### Electric Vehicle Rapid Charging Hubs - Technical Feasibility Consultancy Services

TfL Reference Number: tfl\_scp\_002304

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Date: 06/07/2022

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## 1. ORGANISATIONAL OVERVIEW

### 1.1 Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge and Ultra-Low Emission scheme.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

### 1.2 Business Unit

The Electric Vehicle (EV) Rapid Charging Hub Programme is run by TfL's Commercial Development (CD) division. The business unit generates non-fare revenue, covering commercial partnerships, advertising, energy, electrification, retail and property development. With an estate that extends over 5,700 acres, we are one of London's largest landowners, and as a unit we are focussed on maximising the value of our estate to reinvest in the transport system.

Beyond the sites committed to new housing developments, our estate includes many smaller sites which have interfaces with, or run along, transport nodes in the City (e.g. along major roads, at station car parks etc). These sites have been identified as suitable for EV Rapid Charging Hubs as they can attract high numbers of users due to their convenient and highly visible locations. EV Rapid Charging Hubs have also been identified by CD as an opportunity to generate long-term, sustainable revenue for the organisation, whilst also directly contributing to the Mayor's Transport Strategy *"to ensure that sufficient and appropriate charging and refuelling infrastructure is put in place to support the transition from diesel- and petrol-powered vehicles to Ultra Low Emission Vehicles"*<sup>1</sup>.

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<sup>1</sup> Proposal 34 of the Mayor's Transport Strategy



## 2. INTRODUCTION

### 2.1 EV projects at TfL

The Mayor has tasked TfL with facilitating the roll-out of EV Charge Points in London, in line with commitments embedded in the Mayor's Transport Strategy. To achieve this, four key Programmes have either been delivered, or are under development, by TfL to ensure all charging speeds and EV use cases are accounted for. Programmes include:

- **TfL's Rapid Charging Programme (Complete)** – Delivered over 300 rapid charge points (50kW) across London between 2017 and 2020 to provide a foundation of EV charging infrastructure for early EV adopters, such as taxi and private hire drivers.
- **Go-Ultra Low City Scheme (GULCS) (Complete)** – Joint TfL, Greater London Authority (GLA) and boroughs project which has installed more than 4,000 slow, on-street electric charge points for London's residents.
- **Electric Vehicle Infrastructure Delivery (EVID) Plan (On-going)** – Building upon London's 2030 EV Infrastructure Strategy commitment to unlock GLA group land for charging infrastructure, the Programme focusses on releasing sites to the market which can host individual rapid chargers (>50kW) - and in a small number of cases, multiple chargers - to increase the number and coverage of charge points across London. The first tranche aims to deliver a minimum of 100 charging bays across London's strategic road network, with subsequent tranches to follow.
- **Electric Vehicle Rapid Charging Hubs (On-going)** – Investment in the deployment and operation of rapid charging hubs on TfL's property estate for commercial benefit. Hub sites are based off-street and must host a minimum of six ultra-rapid chargers (≥150kW). Sites which are deemed large enough, will be required to host retail and welfare facilities.

The EV Rapid Charging Hub Programme is the focus of this Specification for technical feasibility support. To be clear, there is a strong distinction between the work on-going within the EVID and EV Rapid Charging Hubs Programme. The Rapid Hubs will focus on larger sites to allow the co-location of several chargers and facilities in one area. The Programme is also based on increasing TfL's involvement across the supply and delivery chain, with the intent to invest in, and derive revenue from, the infrastructure and develop a business case for an expansion of TfL's involvement in the hub market. The EV hub team works closely with colleagues delivering the EVID programme to ensure that our strategies are aligned, and site selection is complementary.



## 2.2 Background

In the face of growing policy restrictions on vehicle emissions, the number of EVs in London has increased significantly in recent years. This trend is only expected to accelerate over the coming decade, with up to 1.4 million EVs expected to be circulating on London's roads by 2030<sup>1</sup>. To support this transition, a greater number, distribution, and specification of charge points will be required across the Capital. Recent estimates in the London EV Infrastructure Strategy estimate that by 2030 up to 60,000 slow-to-fast charge points need to be installed, as well as nearly 4,000 rapid charge points.

Rapid hubs have been identified by the Mayor's EV Infrastructure Taskforce as the most attractive approach for EV charging infrastructure delivery. With at least 6 high-powered chargers on each site<sup>2</sup>, rapid hubs can: a) charge vehicles in up to 10 to 30 minutes (depending on the speed of the charger); b) increase customer confidence in charging infrastructure as an available charge point can be (close to) guaranteed and wait times minimised; c) generate higher revenues as a premium is paid for the speed and convenience of fast charging; d) support revenue stacking with retail opportunities to provide additional revenue at the site.

The EV Rapid Hubs Programme wants to position TfL in the EV charging growth market, utilising areas of land unsuitable for housing to develop EV Rapid Charging hubs. This is with the objective to:

- Respond to demand for public sector intervention to overcome market entry barriers relating to land availability and financing.
- Improve the sustainability, inclusivity and accessibility of charging infrastructure via a hub approach.
- Maximise the value and use of some of TfL's existing land assets.
- Generate new and sustainable revenue streams for TfL from EV charging.
- Contribute to mayoral priorities to improve air quality and support the roll-out of EV charging infrastructure in London.

To date, the CD team has assessed ~10,000 TfL sites to determine their feasibility to accommodate a "Minimum Value Proposition" (MVP) of at least six ultra-rapid chargers (≥150kW equipment) and seven accessible bays (one reserved for waiting). We have also prioritised sites which meet our "Added-Value Proposition" (AVP), capable of providing retail & welfare facilities within the demise of the property. Full details of both the MVP and AVP can be found in Appendix 1 to this Specification.

<sup>1</sup> London's 2030 Electric Vehicle Infrastructure Strategy (2021).

<sup>2</sup> As per the EV Infrastructure Delivery Plan (2019). Full definition states that rapid hubs are site with 'a minimum of six chargers enabling simultaneous charging of six+ vehicles', providing high speed charging capabilities (DC 50kW + or AC 43kW+).



A long list of sites has been identified as a priority for EV Rapid Charging hub provision and capable of accommodating both the AVP and MVP. Detailed technical due diligence now needs to be undertaken on these sites to provide confidence in their feasibility for development, and site designs need to be created (up to RIBA Stage 2) to support planning applications.

## 2.2 Objectives

Technical feasibility should aim to review each individual site and short-list those which are deemed most suitable for EV Rapid Charging Hubs. To this end, the work is split into two key phases:

### Phase 1 – Initial due diligence

1. Visit the sites to understand its characteristics and undertake a high-level assessment of whether the site(s) can accommodate the MVP and AVP. If sites are deemed unfeasible at this stage, the Supplier should alert TfL as soon as possible so that a more viable alternative can be added into Phase 1 works.
2. Undertake a full desktop feasibility for each site including, but not limited to, assessments on highways, physical characteristics, planning restrictions, power availability and on-site development opportunities (i.e. the AVP).
3. Provide an initial sketch of the sites to give a high-level view of the layout of the sites. If sites are taken forward into Phase 2, these sketches will act as a foundation upon which to develop more detailed designs.
4. Rank the sites based on key feasibility themes with a view to identify the most attractive sites to take forward to Phase 2. We would like to take forward as many sites as feasibly possible into Phase 2. However, the expectation is that approximately 50% of sites would transfer into Phase 2.

### Phase 2 – Designing short-listed sites up to Royal Institute of British Architects (RIBA) Stage 2

5. Establish the physical viability of sites becoming a rapid charging hub, highlighting the opportunities and challenges involved in delivering both the MVP and AVP.
6. Understand the optimum and maximum viable number of charge points that could be placed on each site taken forward into Stage 2. This should consider our specification for the MVP and AVP, as well as power availability in the area and the actual capacity required for



charge point operation, taking into account a suitable factor for utilisation.

7. Understand indicative costs involved for all elements of the site works required to create a rapid charging hub.
8. Provide concept design drawings including 3D visualisations for each site that can be taken forward into the next phase of our programme. This should consider design and planning requirements, inclusivity, accessibility and consideration on how to make the hub attractive and engaging to EV drivers.
9. Create a project plan for the site, providing indicative timescales for work and delivery of the EV Rapid Charging Hub at each site.

## 2.3 Guarantees

For this Contract TfL can guarantee a minimum number of sites to feed into Phase 1 and Phase 2. As the site list is constantly evolving, TfL would like to account for “additional” scope which effectively doubles the original guarantee (see table below). The decision to add extra sites into feasibility work is entirely the choice of TfL and no commitments can be made on whether the additional scope will be used within the timeline of the Contract. However, it is TfL’s intention to put as many sites as feasible into the due diligence process.

	<b>Guaranteed</b>	<b>Additional</b>
<b>Phase 1</b>	At least 20 sites	Maximum of 40 sites <sup>1</sup>
<b>Phase 2</b>	At least 10 sites	Maximum of 20 sites <sup>2</sup>

*Note that the “additional” figure includes the guaranteed sites in their totals, hence representing a maximum.*

For the “Guaranteed” sites, details can be provided immediately to the appointed Supplier upon Contract signature. TfL would envisage both Phase 1 and Phase 2 for the “guaranteed” sites to be completed within 6 to 9 months.

For the “additional” sites, TfL would like to draw on Supplier support as, and when, required. Notice will be given ahead of time (c. 1 month) regarding the number of sites which should be accounted for in Phase 1 works. Timelines for completion are to be agreed before work begins but should echo estimates for the guaranteed minimum.

<sup>1</sup> Cumulative figure. A maximum total of 40 sites fed through Phase 1 and a maximum of 20 sites fed through Phase 2.

<sup>2</sup> IBID



### 3. SCOPE

#### 3.1 Requirements

The Supplier will act as Principal Designer under the Construction, Design and Management Regulations 2015.

TfL will provide the Supplier with a site location plan and maps/diagrams/plans to demonstrate the extent of land available in order to fully understand the nature, layout, and boundaries of each site.

The requirements to meet the stated objectives are:

#### **PHASE 1 - Initial Due Diligence**

A Site Feasibility Study for each site, including but not limited to:

- a. Site Survey – assessment of physical characteristics such as:
  - i. Site access points – how vehicles will enter/exit the site from the public highway and considerations such as:
    - i Drop kerbs across pavements
    - ii Entrance/egress on the site
  - ii. Local traffic assessment - impact of access point on local conditions including consideration of:
    - i Intersections
    - ii Existing Traffic Management Orders
    - iii Parking
    - iv Street Furniture
    - v Signage
    - vi Note: TfL will take the survey results for traffic assessment and engage with TfL Network Management, who will need to agree that the impact can be mitigated in order to proceed to phase 2. This will form part of the approval process at the end of phase 1 for each site
- iii. Environmental
  - i Some sites and locations may have trees and vegetation which are considered assets within the TfL 'Green Estate' and are managed under the TfL Green Estate Management Plan (GEMP).
  - ii To ensure negative impacts on the Green Estate are mitigated or minimised, the Supplier shall provide in detail a Tree Survey, Impact Assessment and Method Statement completed to BS5837:2012, the





details of which are to be used to inform the design and to minimise the impact to trees.

iii Details of the above report will contain consideration of potential tree removal, access facilitation pruning and potential future tree maintenance issues. It will also include discussion of realistic compensatory measures such as replacement planting or contributions to off-site planting

iv Provide quantified data relating to any other type of Green Estate assets that are to be removed such as grass verges or shrub beds to ensure no net losses over the entire TfL Estate

v Produce a baseline survey of the existing biodiversity of the site and then calculations for what is proposed, in accordance with the new Biodiversity net gain requirements in town planning.

#### iv. Gradient & Topography

i How do any gradient/topography issues make the site difficult to realise, and what is the solution?

ii How do any gradient/topography issues make the site difficult to navigate/use once accessed, and what is the solution?

iii What structural work is required to deliver access, as a result of any elevation changes between the public highway and site?

iv What earthworks or similar civil engineering may be required for the site to reach viability?

v Are there significant features of the site that must remain? What stops them being cleared or moved?

b. Power Availability – calculation of electrical capacity upgrade required (with supporting assumptions), assessment of publicly available information and budgetary estimates from Distribution Network Operators (DNO).

i TfL will conduct a high-level assessment of the power availability for each site ahead of the sites being fed into Phase 1. This will consider capacity headroom at surrounding substations.

ii The Supplier will be responsible for calculating the optimum and maximum capacity required at the site and requesting budgetary estimates from the Distribution Network Operator (DNO). The Supplier will also organise and lead workshops with the DNO if any clarifications are required.





- iii For non-contestable works, Independent Connection Providers (ICP) and Independent Network Operators (INOs) should also be considered in terms of costs and timelines.
  - iv We would also like to understand the maximum power availability once a new HV substation has been installed on each of the sites.
- c. Planning restrictions - London Borough Planning Policy and National Planning Policy
  - i We require a high level, early-stage evaluation of planning opportunities and constraints on selected sites. This is meant as a guidance evaluation rather than full planning appraisal. This covers but is not limited to:
    - 1 Analysis of National, London Plan and Local Planning Policy impacting the site
    - 2 Analysis of Planning History
    - 3 Analysis of other potential suitable uses for sites (Housing/industrial/town centre uses etc)
    - 4 Analysis of Heritage designations (listed buildings and conservation areas in or near a site)
    - 5 Analysis of existing access to sites
    - 6 Analysis of environmental designations (SSSI, SINC, Tree protection orders etc)
    - 7 Analysis of Flood Risk and need for assessment
    - 8 Analysis of open space designations including Green Belt.
    - 9 Conclusion on site suitability for EVCH
- d. Other aspects identified by the Supplier (to be approved by TfL prior to commencement)
  - i. We would expect that the Supplier refers to previous Rapid Charge Infrastructure projects, or similar, in which it has been involved, in order to bring relevant expertise and insight to our objectives including:
    - Constructive feedback
    - Suggested improvements
    - Innovation opportunities



NB:

- Any potential showstopper, for a given site, arising in Phase 1 should be immediately flagged to TfL for discussion. There may be no reason to compile a full report in such cases. It may also be the case that TfL considers the issue not to be a showstopper. Nevertheless, all such issues should be flagged as early as possible so TfL can make an informed decision and confirm to the Supplier whether further work should be conducted in relation to the site(s) in question.
- Based on the results of the feasibility studies for each site, the sites should be ranked to determine those which are most suitable for EV Rapid Charging Hub development. An agreement is then made between TfL and the Supplier on which sites (and the number of sites) to take forward into Phase 2.

## **PHASE 2 - Designing short-listed sites up to RIBA Stage 2**

Plan concept, to RIBA Stage 2 specification (see Appendix 1):

- a. Architectural design information.

### ***Site Analysis:***

Comprehensive site analysis to include both visual and written detailed documentation of the site, it's immediate context, and constraints and opportunities. Expected drawings to include:

- 1:500 Location Plan
- 1:200 Site Plan
- Photographic Survey of the site and local area
- Qualitative Character Study
- Analysis of Character Study
- 1:100/1:200 Existing Plans and Elevations

### ***Design and Branding:***

*As an additional requirement TfL would like the Supplier to provide a separate estimate for an EV Charging Design guide which sets out Vision, Brand and visual identify (including signage) for the proposed EV charging hubs. The design guide should include but not be limited to, proposals for TfL EV brand, Minimum spatial requirements, Material palette and opportunities for incorporating local and contextual elements while maintaining standardised requirements.*

*The design guide should also consider:*



- *Safety and security requirements.*
- *Technical requirements (including structure, materials & finishes, electrical etc).*
- *Sustainability and environment (in reference to the TFL Sustainability development framework)*
- *accessibility and inclusion.*
- *Set out minimum operational and customer requirements*
- *Include data sources for legislative and regulatory requirements for EV hubs.*
- *Collate examples and precedents which sets out best practice (nationally and internationally)*
- *Define architecture language for EV hubs*

TfL is aiming to complete this work internally, however if there is a likelihood that it may not be possible to complete in time for the programme requirements, TfL may decide to commission this piece of work to the Supplier. As a result, the Supplier should quote the additional work for the design opportunity separately, to ensure correct billing.

#### ***Design Development:***

Iterative design responses evidenced following regular design reviews with Client team (and appropriate specialist consultants). Derogations or development from the original brief, involving any new risks, should be communicated with TfL, and evidenced. Attendance and presentation at regular design team meetings (to be co-ordinated with lead designer). (fortnightly/ monthly) Attendance and presentation to client team at pre agreed design milestones.

All designs are to consider the highlighted restrictions, opportunities, and minimum requirements set out within the 'EV Design Guidance' document.

#### ***Outline Specification:***

Concept design Outline Specification to record all proposed materials, finishes, landscaping, building services, and structure - showing thought behind issues arising from installation, sustainability, cost, health & safety, and planning.

#### ***Outline Cost Plan:***

Demonstrate that all processes and materials used within the Concept Design, and following stages, are aligned with the Project Brief and budget. All proposals which differ to that of the Project Brief to be agreed with the Client.



***Project Strategies:***

In addition to noted strategies below, the Supplier must ensure the design proposals meet current legislative, regulatory requirements and best practice guideline. Ownership and boundary shall be identified and treatment and interfaces with neighbouring / adjacent properties considered in the designs.

***Development and evidence of the following strategies:***

- Conservation (Subject to designation) - Site information and surveys to be completed, enabling the identification of any historical, conditional, or planning issues, and therefore the development of the Architectural Concept. The overall Architectural Concept and Outline Specification to reflect information provided by any necessary conservation management plans, feedback from the Client team, or any appropriate specialist consultants/planning authorities.
- Cost - Cost plan should take into consideration established design parameters (e.g., spatial/qualitative requirements), expected Project Outcomes, the Procurement Strategy, possible Project Programme implications, and other Project Risks.
- Fire Safety - Please refer to section “e. Fire Strategy”
- Health and Safety - Architectural Concept and Outline Specification should both aim to reduce or eliminate all associated issues. All safety design decisions to be recorded within the Designers Risk Register.
- Inclusive Design - Communication with all appropriate project stakeholders, including: the Client, specialist accessibility consultants, the end user or operational management team, and appropriate local authorities. Architectural Concept and Outline Specification should both aim to reduce or eliminate all associated inclusivity and accessibility issues. All related design decisions to be recorded within the RIBA Stage 2 Report.
- Planning - Design development to consider planning related issues, such as potential impacts on immediate neighbours, and the local context and environment.
- Plan for Use - Communication with all appropriate project stakeholders, including: the Client, and the end user or operational management team. Acknowledge and document in the Stage 2 Report design decisions which have managed issues arising from maintenance considerations, building performance requirements, and whole-life cost.
- Sustainability - Review of appropriate precedent studies to show the applicability of appropriate materials, finishes, and product systems, enabling the Architectural Concept and Outline Specification to be as sustainable as possible. All



relevant design decisions to be recorded within the RIBA Stage 2 Report.

- Technical interfaces with Highways & Traffic Engineers, M&E and other disciplines should be considered within the design.

b. Electrical Engineering

**Overview:**

- Each Rapid Charge Point (RCP) will be provided with an electrical supply of suitable size, via a substation that will have to be constructed on site and terminated in an electricity feeder pillar or equivalent distribution panel and a foundation to the correct specification. The location of the substation and feeder pillar(s) is expected to be part of the site plan, as well as cable routes and associated earthing arrangement.

**Power Supply:**

- Consult the relevant and appointed DNO (Distribution Network Operator) for the scheme, with regards to the electrical design for the provision of new power supplies to the site, up to the stated DNO demarcation. DNO to provide design in line with statutory requirements and relevant DNO regulations.
- Outline utility supplies or site-based utilities on the site design to support the engineering services philosophy for the project (energy generation/supply). For this purpose, engineering services philosophy is defined as the power supply arrangement to the site (provided by the DNO) and the electrical design and supply arrangement downstream of that demarcation to provide power to the whole site.
- Advise on the requirements for utilities and services diversions, based on desktop study and information provided by utilities/service providers.
- Agree dimensional and other numerical tolerances to be applied to electrical design.
- Draft Electrical Specification
- Outline calculations – lux levels for normal and emergency lighting requirements.
- Outline calculations – cable calculations (voltage drop, P.S.C.A)
- Draft protection study for protection settings from Sub Station / Transformer Room
- Outline calculations – Cable Management System (CMS) capacity
- Earthing and Bonding
- Lightning Protection System Risk Assessment and define type of system(s) required
- Early-stage calculations for electrical loads, and power supply distribution strategy via simple layouts.



- Provide concept sketch drawings for preferred preliminary design(s).
- Provide drawings for preferred concept design(s).
- Define performance metrics and design targets for the EV Charging Hub.
- Give initial recommendations to TfL in the development of an operating and maintenance strategy.
- Discuss potential Electrical schemes for the preferred solution selected in phase 1, with the rest of the TfL design team.
- Advise TfL team members (architect, structural engineers and relevant project members) of significant implications (size, weight, access requirements for installation and replacement) of Electrical systems including Power supply Substation.
- Agree Builders' work philosophy related to the construction of electrical rooms/substation in accordance with British and DNO standards.

***Electrical systems:***

- Agree dimensional and other numerical tolerances to be applied to electrical design.
- Draft Electrical Specification
- Outline calculations – lux levels for normal and emergency lighting requirements.
- Outline calculations – cable calculations (voltage drop, P.S.C.A)
- Draft protection study for protection settings from Sub Station / Transformer Room
- Outline calculations – Cable Management System (CMS) capacity
- Earthing and Bonding
- Lightning Protection System Risk Assessment and define type of system(s) required
- Early-stage calculations for electrical loads, and power supply distribution strategy via simple layouts.
- Provide concept sketch drawings for preferred preliminary design(s).
- Provide drawings for preferred concept design(s).

c. Civil and Structural Engineering

***Design:***

- Prepare the structural concept design defining the scope, scale and form of the structure, integrated with the other design disciplines.
- Review survey information and identify any additional surveys required and provide survey scopes.
- Develop, review and assess structural options.



- Define structural design standards and criteria to be used for design, including: loading, design life and fire resistance (in relation to the fire strategy).
- Define structural grids and structural zones
- Develop strategy for foundations.
- Consider strategy for in use, maintenance and deconstruction
- Initial Structural Drawings / Model
- Basis of Structural Design
- Note: it will be important to make sure that the structural foundations can coexist with the service runs and any other buried items

#### ***Interface:***

- Review, update and confirm agreement of the Design Responsibility Matrix. The Responsibility Matrix template can follow either the [IStructE](#), [RIBA](#) or other suitable company formats.

#### ***Construction:***

- Identify Contractor Designed Items
- Consider constructability issues

#### ***Sustainability:***

- Evaluate options to lower the embodied carbon within the structural design, including material choices and efficient building layout
- Consider design for deconstruction and re-use

#### ***Drainage:***

- Develop a drainage strategy and outline mitigation for drainage
- Points of Connection (PoC) for Discharge into existing public sewer, Surface & Foul water drainage systems.
- TfL recommends the use of Sustainable Drainage Systems (SuDS), in line with strategy 44 of [Mayor's Transport Strategy 2018](#). SuDS is the default expectation of TfL, and where they cannot be practicably delivered within a project as the solution to drainage and flood risk management needs, a statement justifying why they are not practicable shall be made in the project concept design documentation and approved under the relevant TfL assurance process. Explore SuDS solutions particularly on sites where full infiltration is not possible (typically the use of rain garden, permeable paving and bioretention systems etc).
- Undertake flood risk assessment for each site.
- Consult relevant statutory authorities about surface/foul water drainage to agree flow rates and notify of any potential limitations.
- Advise on the requirements for utilities or drainage services diversions, based on desktop study where relevant.





- Give initial recommendations to TfL in the development of an operating and maintenance strategy.
  - Early-stage calculation for the drainage SuDS components, flow rates and attenuation volume that might be required.
  - Proposed drainage layout drawings.
  - Proposed SuDS details/drawings.
- d. Mechanical systems
- Agree design criteria and dimensional tolerances to be applied to mechanical design, defining any assumptions made for a shell & core unit
  - Early stage (rule of thumb) calculations for ventilation/heating/cooling loads, to advise plant space allowance and location, for a future tenant fit-out
  - Mains cold water supply (MCWS), early-stage calculations for water demand and schematics/drawings showing entry points to each space.
  - Provide drawings for preferred concept design(s), showing plant space allowance for future tenant
- e. Fire Strategy
- Prepare initial strategy for fire safety (such as compartmentation, location of fire lifts, fire detection and suppression philosophy, fire and smoke control measures, consultation with relevant authorities).
  - Establish impact of fire strategy on EV Charging Hub services design.
- f. Access and Inclusivity:
- Production of project specific inclusive design strategy. This should include but is not limited to:
    - i. Design guidance and parameters used to assess inclusivity on the project
    - ii. Team/TfL approach to inclusion setting out objectives
    - iii. Process for carrying out access appraisals, agreed formats and reporting of issues.
  - Provide end of stage access appraisal of all sites. This will highlight inclusive design considerations addressed throughout the design stage including any mitigations, recommendations and decisions.
- g. Solar/Electricity Storage opportunities. Canopies are required to be designed with a solar roof where feasible. Information required, includes:
- i. a survey into the general conditions for PV generation at the site



- ii. The optimum location of the PV array in relation to system performance (yields)
  - iii. A performance appraisal of the installation site to get an accurate forecast of a systems electricity production capacity
- h. Landscaping, hard standing & construction
  - i. Provide an outline landscaping plan associated to each site
  - ii. Provide information on proposed hard standing appropriate for vehicle and pedestrian use for each site (considering any existing and proposed hardstanding areas).
  - iii. Suggested groundworks to alter the profile of the site should be included, where necessary, as well as areas of hardstanding including markings and surface treatments. It is desirable to retain existing site features where this is feasible, especially trees and vegetation. Any screening that is required, either hard or soft, should be indicated.
- i. Further on-site survey elements should be undertaken regarding land conditions
  - i. Has the site been cleared? If so, what was there before and what risk arises, if any?
  - ii. Is the site ex-brownfield, and/or is the land likely contaminated in any way which may affect structure installations or design? What is the nature of the (possible) contamination? What risk arises, if any?
  - iii. Does an archaeological assessment need to be undertaken based off surveys undertaken or if risks arise of disturbing archaeological remains? If yes, this needs to be included in the deliverable.
  - iv. What mitigations does the Supplier recommend for these risks?
- j. Undertake a desktop utility search, confirm the results with site features identified during the site visit. Results from the search should be included in the Utilities Plan drawing.

***Supplier-led input:***

TfL is always open to constructive feedback. We would expect that the Supplier refers to previous Rapid Charging Infrastructure projects it has delivered to bring relevant expertise and insight to our objectives. We are especially interested in smart configurations for power sharing across Rapid Chargers, whose power rating could vary.



**Supplier Notifications:**

It is of paramount importance that should any significant physical barriers to site redevelopment arise that the Supplier must notify TfL as soon as possible, while at the same time searching for an innovative solution to the issue.

**Standards:**

The concept designs shall fully comply with the latest revision of all relevant Standards (Where reference is made to a British Standard (BS), a British Standard Institution (BSI) recognised equivalent European Standard (BS EN) shall also be acceptable).

The concept designs shall also comply with all relevant requirements and approved codes of practice and guidance notes including those published by the Chartered Institution of Building Services Engineers (CIBSE), the Building & Engineering Services Association (B&ES, formally HVCA), the Health and Safety Executive (HSE) and the Institute of Engineering and Technology (IET). In particular, the works shall comply with the requirements of BS7671:2018+A1:2020 (amended sections relating to EV charging) and the 4th Edition of the IET Code of Practice for Electric Vehicle Charging Equipment Installation.

Where any standards conflict with any clause in this Specification, the statement from the standard shall be adopted.

### 3.2 Required skills

The Supplier's team will need to demonstrate knowledge and expertise in the following areas:

- Highways, Transport and land use planning
- Architecture and construction
- Electric Vehicle Infrastructure, and Rapid Charging Hub experience in particular
- Electrical design
- Development planning



## 4. DELIVERABLES / MILESTONES

### 4.1 Deliverables

The Supplier will be required to provide the following:

	<b>Deliverable</b>	<b>Description</b>	<b>Timeframe</b>
1	Inception Meeting	To agree scope, approach, deliverables and meeting schedule	Within 1 week of Contract award
2	Inception Report	To set out the method and criteria to be included in the demand analysis and agree the sources of data to be used. This should identify any data gaps detail any new data that will be compiled to address these (e.g. surveys, third party data, etc.)	Within 2 weeks of Contract award
3	Site Feasibility Study (per site)	To set out the provisional findings in phase 1 and detail recommendations	Within 4 months of Contract award
4	<i>(Optional)</i> Design and Branding Guide	Design Guide for TfL EV brand <ul style="list-style-type: none"> <li>• Minimum spatial requirements</li> <li>• Material palette</li> </ul>	Within 4 months of Contract award
5	Design Concept (per site)	Phase 2 Concept Design Report <ul style="list-style-type: none"> <li>• Photographic Survey of the site and local area</li> <li>• Qualitative Character Study</li> <li>• Analysis of Character Study</li> <li>• Basis of Structural Design</li> <li>• Fire Strategy</li> <li>• Constructability commentary</li> <li>• Sustainability commentary</li> <li>• Responsibility Matrix</li> <li>• Designers Risk Assessment</li> </ul>	Within 8 months of Contract award



6	Drawings (per site)	<ul style="list-style-type: none"> <li>Architectural design drawings               <ul style="list-style-type: none"> <li>1:500 Location Plan</li> <li>1:200 Site Plan</li> <li>Photographic Survey of the site and local area</li> <li>Qualitative Character Study</li> <li>Analysis of Character Study</li> <li>1:100 / 1:200 Existing and Proposed Plans and Elevations</li> <li>1:100/1:200 Proposed Sections</li> </ul> </li> <li>Utilities plan</li> <li>Civil and structural design drawings               <ul style="list-style-type: none"> <li>Initial structural drawings</li> <li>Indicative foundation layouts including drainage and service runs</li> </ul> </li> <li>Electrical design drawings               <ul style="list-style-type: none"> <li>Substation &amp; pillar layout.</li> <li>Distribution layout</li> <li>Electrical &amp; earthing schematics</li> </ul> </li> <li>Mechanical design drawings               <ul style="list-style-type: none"> <li>Service entry points and plant space allowance (can be shown on other drawings)</li> </ul> </li> <li>Fire strategy details               <ul style="list-style-type: none"> <li>Fire alarm details</li> <li>Fire plans and compartmentation</li> </ul> </li> <li>3D visualisations of finalised design</li> </ul>	Within 8 months of Contract award
7	Project Plan (per site)	Programme with indicative timescales for delivery including design, build and commissioning for each site	Within 8 months of Contract award
8	Cost Plan (per site)	Indicative costs <ul style="list-style-type: none"> <li>MVP concept</li> <li>Itemisation of Value-Added elements</li> </ul>	Within 8 months of Contract award
9	Presentation	To cover the plans for all sites and to summarise all findings	Within 9 months of Contract award
10	Final Report	A report will be required for review by the TfL Project Steering Group.	At end of Phase 2



For the guaranteed scope, we would expect both Phase 1 and Phase 2 to be completed within 6 to 9 months of the inception report being accepted.

All documents should be submitted electronically in both PDF and native file formats (e.g. docx, xlsx, dwg, dgn).

## 4.2 Contract Management

The Supplier will be required to provide a meeting schedule based on (as a minimum) a weekly progress review meeting with the TfL project team. The weekly progress review meeting allows TfL to track progress of EV Hub sites with the Supplier. This will be agreed at the Inception meeting and should also include a weekly breakdown of the time by grade spent by the Supplier's staff on the project.

Prior to the completion of reports for different phases of work, the Supplier is required to present the findings of that Phase to TfL via an agreed presentational workshop. Following receipt of the reports for each Phase, TfL will review the reports and will require a further meeting to confirm the findings and approve the work Phases.

## 4.3 Milestones

Deadline	Description
September 2022	Inception meeting and start of commission
December 2022	Deadline for completion/presentation of all Phase 1 findings
May 2023	Deadline for completion/presentation of all Phase 2 findings
January 2023	Deadline for provision of Phase 1 Plans and Reports
June 2023	Deadline for provision of Phase 2 Plans and Reports
July 2023	Deadline for receipt of Final Report



Work on the project is expected to commence in September 2022, with an initial meeting with location/format to be agreed subject to prevailing COVID restrictions at the time.

Final deliverables are to be completed within 6 to 9 months of Contract commencement.

#### **4.4 Indicative Key Performance Indicators (KPIs)**

Appropriate KPIs will be agreed with the Supplier for effective contract management. This will include a performance element for the completion and production of feasibility reports at Phases 1 and 2 with payment at the end of each Phase, once all necessary deliverables have been completed. KPIs will be discussed and agreed at the inception meeting.

Example KPIs may include:

- Delivery of first tranche of feasibility reports in phase 1.
- Delivery of first tranche of Phase 2 reports.
- Timeliness of delivery against the programme.
- Quality of deliverables (against RIBA Stage 2).
- Market-Readiness (i.e. ability to go straight into procurement for planning/build).



## 5. APPENDICES

### Appendix 1. MVP and Value-Added Specifications

Minimum Value Proposition Specification:

- 6 x 150kW (DC only, CCS Combo and CHAdeMO combination) RCPs
- Enabling works and HV power connection for the optimum/maximum number of RCPs that the site could support, typically up to 1.5MVA (although we do look to the Supplier to calculate and validate this on each site).
- Substation and LV power connection from DNO with demarcation to EV Site
- Lighting (including Emergency Lighting and appropriate lighting for CCTV and ANPR technology enforcement purposes)
- Minimum per-RCP weather protection in the form of a canopy. Single canopy covering all RCPs considered on a per-site basis where configuration allows. Canopy or canopies should include an allowance for loading from either solar cells or a green / blue roof
- Bay and charge point configuration for each site. On larger sites, retail and welfare facilities.
- Minimum of six EV charging bays, with at least one waiting bay
- Bays to be planned to the required TfL size requirement as detailed in “London’s electric vehicle charge point installation guidance” from December 2019 (as provided in Appendix 2 to this Specification)) and relevant Accessibility and Inclusivity design standards or guidance (such as the BSI PAS 1899). We effectively require the Disabled Access specification – in summary a bay that is at least 4800mm long, 2400mm wide, and has a shared space buffer surrounding the front and sides of 1200mm(d). Each site must contain bays for cars and car-based commercial vehicles, and at least one bay to accommodate a Long-Wheelbase 3.5t commercial vehicle at 6600mm in length. The bay specification is larger than a parking space, to accommodate the clearance required for inserting and removing cables from vehicle charging sockets as well as providing circulation space.
- Recommendations regarding signage location and size should be included, given planning constraints. We require infrastructure on each site to provide a visual indication to EV drivers that an RCP is available, visible from outside the EV Hub access point and to the local road network
- Screening from traffic & surrounding buildings
- Emergency Vehicle Access and on-site vehicle swept path analysis
- Automatic Number Plate Recognition (ANPR) for parking enforcement
- CCTV for security, compatible with on-site lighting for CCTV enforcement purposes
- Demonstrate how site access and egress points work with highways requirements showing the location and style of access for both vehicles



and pedestrians, along with the desired circulation around the site. Plans with different colour surfaces showing the various parts of the site (access, circulation, bays) should be employed.

**Value-Added Specification:**

- Additional bays equal to the optimum/maximum number of RCPs supportable by the site, plus one
- Fully accessible toilet(s) designed in accordance with regulations
- Digital signage with illumination, to include red/green indication of RCP availability before access to EV Hub is committed by a driver
- Retail unit(s), shell and core of unit with allocated space for external plant with customer lounge where space permits.
- Other potential facilities that could be installed on site to aid customer experience e.g., vending machine(s), self-serve beverage/food etc.
- Space provision for battery storage array – equivalent to a Twenty Foot Equivalent Unit (TEU): 6.1m (l) x 2.44m (w) x 2.59m (h)
- We require a bill of materials for the above to be included in the costs.
- Other suggestions based on Supplier's experience of delivering Rapid Charge Infrastructure in previous projects.





## Appendix 2. Relevant Data

The following is intended to provide an illustrative list of data sources which provide context and should be considered when developing evidence of charging demand. The Supplier must not regard this as exhaustive and should seek out further sources of information where necessary to deliver the work.

Existing literature on rapid charging demand in London	
Source	Description
<a href="#">The London Electric Vehicle Infrastructure Delivery plan</a>	<ul style="list-style-type: none"> <li>Sets out the forecast EV charging infrastructure requirements for London to 2025 and assumptions around core customers for rapid charging and their charging needs</li> <li>Modelling outputs and source data can be provided</li> </ul>
<a href="#">London's electric vehicle charge point installation guidance</a>	<ul style="list-style-type: none"> <li>Provides technical information for installing RCPs, including charging bay specifications</li> </ul>
<a href="#">London's 2030 Electric Vehicle Infrastructure Strategy</a>	<ul style="list-style-type: none"> <li>An update of the EV Infrastructure Delivery Plan to revise forecasts for EV uptake and charging provision.</li> <li>Includes TfL's vision on the EV charge point network and commitments to support the provision of infrastructure.</li> </ul>

TfL owned / managed data	
Source	Description
<a href="#">TfL Open Data</a>	<ul style="list-style-type: none"> <li>Range of data feeds relating to the road network and travel in London</li> <li>TfL also maintains a large private dataset, including detail of our assets and current projects.</li> </ul>



<p>TfL Information Security Policy</p> <p>P116 A5</p> <p>See ITQ Volume 2 Appendix B</p>	<p>The objective of this policy is to ensure that all the Information Transport for London (TfL) holds in order to deliver its services and operations is managed with appropriate regard for Information Security, so as to:</p> <ul style="list-style-type: none"> <li>• a) Protect its integrity, availability, and confidentiality</li> <li>• b) Minimise the potential consequences of information security breaches by preventing their occurrence in the first instance, or where necessary, containing and reducing their impact and</li> <li>• c) Ensure that personal data is processed in accordance with the requirements of the Data Protection Legislation.</li> </ul>
<p>TfL HSE Policy</p> <p>P133 A9</p> <p>See ITQ Volume 2 Appendix A</p>	<ul style="list-style-type: none"> <li>• TfL's policy on Health, Environment &amp; Safety</li> </ul>

Non-TfL data	
Source	Description
<a href="#">Capacity available to connect EV RCPs in London Town Centres</a>	<ul style="list-style-type: none"> <li>• Map provided by UK Power Networks showing current substation capacity close to Greater London Town Centres</li> </ul>



## Appendix 3. RIBA Plan of Work

Full version and resources available from [RIBA Plan of Work \(architecture.com\)](https://www.architecture.com/riba-plan-of-work)

The RIBA Plan of Work organises the process of briefing, designing, delivering, maintaining, operating and using a building into eight stages. It is a framework for projects and should be used solely as guidance for the preparation of detailed professional services and building contracts.	0 Strategic Definition	1 Preparation and Briefing	2 Concept Design	3 Spatial Coordination	4 Technical Design	5 Manufacturing and Construction	6 Handover	7 Use
	Stage Outcome	Core Tasks	Core Tasks	Core Tasks	Core Tasks	Core Tasks	Core Tasks	Core Tasks
<p><b>Stage Outcome</b></p> <p>The best means of achieving the Client Requirements confirmed at the end of the stage</p> <p><b>Core Tasks</b></p> <p>Develop Business Case for feasible options including review of Project Risks and Project Budget</p> <p>Understand Client Requirements</p> <p>Review Feedback from previous projects</p> <p>Understand Site Appraisal</p> <p>Project Strategy (if applicable)</p> <p>Conservation (if applicable)</p> <p>Health and Safety</p> <p>Inclusive Design</p> <p>Planning</p> <p>Procurement</p> <p>Sustainability</p> <p>See RIBA Plan of Work 2020 for further guidance on Project Strategies</p>	<p><b>Strategic Definition</b></p> <p>The best means of achieving the Client Requirements confirmed at the end of the stage</p> <p><b>Core Tasks</b></p> <p>Develop Business Case for feasible options including review of Project Risks and Project Budget</p> <p>Understand Client Requirements</p> <p>Review Feedback from previous projects</p> <p>Understand Site Appraisal</p> <p>Project Strategy (if applicable)</p> <p>Conservation (if applicable)</p> <p>Health and Safety</p> <p>Inclusive Design</p> <p>Planning</p> <p>Procurement</p> <p>Sustainability</p> <p>See RIBA Plan of Work 2020 for further guidance on Project Strategies</p>	<p><b>Preparation and Briefing</b></p> <p>Prepare Project Brief</p> <p>Develop Business Case for feasible options including review of Project Risks and Project Budget</p> <p>Understand Client Requirements</p> <p>Review Feedback from previous projects</p> <p>Understand Site Appraisal</p> <p>Project Strategy (if applicable)</p> <p>Conservation (if applicable)</p> <p>Health and Safety</p> <p>Inclusive Design</p> <p>Planning</p> <p>Procurement</p> <p>Sustainability</p> <p>See RIBA Plan of Work 2020 for further guidance on Project Strategies</p>	<p><b>Concept Design</b></p> <p>Prepare Architectural Concept</p> <p>Concept incorporating requirements and aligned to the Project Brief</p> <p>The brief creates the design response to the Architectural Concept</p> <p>Prepare Architectural Concept</p> <p>Concept incorporating requirements and aligned to the Project Brief</p> <p>The brief creates the design response to the Architectural Concept</p>	<p><b>Spatial Coordination</b></p> <p>Understand Design Studies</p> <p>Engineering Analysis and Cost Exercises to test Architectural Concept</p> <p>Design Spatial Coordination</p> <p>Develop Design Studies</p> <p>Engineering Analysis and Cost Exercises to test Architectural Concept</p> <p>Design Spatial Coordination</p> <p>Develop Design Studies</p> <p>Engineering Analysis and Cost Exercises to test Architectural Concept</p>	<p><b>Technical Design</b></p> <p>Develop architectural and engineering design</p> <p>Prepare and coordinate design team Building Systems information</p> <p>Prepare and coordinate design team Building Systems information</p> <p>Prepare and coordinate design team Building Systems information</p> <p>Prepare and coordinate design team Building Systems information</p>	<p><b>Manufacturing and Construction</b></p> <p>Manufacture Building Systems and construct building</p> <p>Monitor progress against Construction Programme</p> <p>Inspect Construction Quality</p> <p>Resolve Site Issues as required</p> <p>Understand Commissioning of building</p> <p>Prepare Building Manual</p> <p>Building Manual and Strategy</p>	<p><b>Handover</b></p> <p>Hand over building in line with Plan for Use Strategy</p> <p>Understand review of Project Performance</p> <p>Commissioning</p> <p>Rectify defects</p> <p>Complete initial Aftercare tasks including light touch</p> <p>Post Occupancy Evaluation</p> <p>Building Manual and Strategy</p>	<p><b>Use</b></p> <p>Building used, operated and maintained efficiently</p> <p>Stage 7 runs concurrently with Stage 6 and feeds into the life of the building</p> <p>Implement Facilities Management and Asset Management</p> <p>Understand Post Occupancy Evaluation of building performance in use</p> <p>Verify Project Outcomes including Sustainability</p> <p>Adaptation of a building in the life of the building</p>

Further guidance and detailed stage descriptions are included in the RIBA Plan of Work 2020 Overview.

Core RIBA Plan of Work terms are defined in the RIBA Plan of Work 2020 Overview Glossary and see in Bold Type.

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**RIBA**  
Plan of Work  
2020

**Stage Boundaries:**  
Stages 0-4 will generally be undertaken one after the other.  
Stages 4 and 5 will overlap in the Project Programme for most projects.  
Stage 5 commences when the contractor takes possession of the site and finishes at Practical Completion.  
Stage 6 starts with the handover of the building to the client immediately after Practical Completion and the client commences the Defects Liability Period.  
Stage 7 runs concurrently with Stage 6 and lasts for the life of the building.

**Planning Note:**  
Planning Applications are generally submitted at the end of Stage 2 and should only be submitted earlier when the threshold for a planning application is high. Applications are made during Stage 3, a mid-stage gateway should be determined and it should be clear to the project team which tasks and deliverables will be required.  
See Overview guidance.

**Procurement:**  
The RIBA Plan of Work is procurement neutral – See Overview guidance for a detailed description of how each stage might be adjusted to accommodate the requirements of the Procurement Strategy.  
Employer's Requirements  
Contractor's Proposals

**RIBA**  
Architecture.com

## P133 A9 TfL Safety, Health and Environment Policy-Feb 2022

### Our commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is "Everyone home safe and healthy every day". We are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

### How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use. If you do not know where to find them ask your line manager or your Safety, Health and Environment (SHE) manager.

We assess risks and introduce SHE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation.

There is regular review of safety, health and environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good safety, health and environment record.

Each year we develop detailed SHE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to maintain a fair culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings or more regularly where needed.

### What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

We all have a duty to follow our SHE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

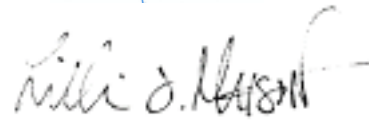
We can learn from the past, so always report and investigate accidents, incidents and near misses/close calls.

Demonstrate the TfL behaviours in everything we do. In this way we can work together so that our vision for a safe and healthy environment is achieved.

Andy Byford  
Commissioner



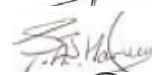
Lilli Matson  
Chief Safety, Health  
& Environment Officer



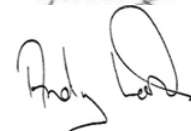
Gareth Powell  
Chief Customer and Strategy Officer



Stuart Harvey  
Chief Capital Officer



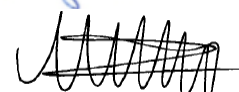
Andy Lord  
Chief Operating Officer



Tricia Wright  
Chief People Officer



Howard Carter  
General Counsel & Board Secretary



Simon Kilonback  
Chief Finance Officer



## Policy

### P116 A5

## Information Technology Security – March 2022

#### Our commitment

TfL is committed to understanding and managing the cyber security risks to Information Technology (IT) systems, to protect the safety of our customers, our employees, assets services and operations to safeguard the delivery of transport services.

The objective of this policy is to ensure that all the information Transport for London (TfL) holds in order to deliver its services and operations is managed with appropriate regard for Information Security, so as to: a) Protect its integrity, availability, and confidentiality b) Minimise the potential consequences of information security breaches by preventing their occurrence in the first instance, or where necessary, containing and reducing their impact.

This document is TfL's IT Security Policy. It sets out the industry recognised standards and best practices TfL must adhere to in order to protect all information held by us, whether paper or digital. The Standards are interlinked and complement one another to form a recognised way of working with regards to quality management, risk management, information security, business continuity and incident management and aligns to the information security standard ISO27001.

#### How we go about this

This Policy is a formal statement outlining TfL's objective to align to stated ISO Standards. It is supported by more detailed Standard outlining the mandatory requirements that provide formal policies support and direction. Detailed Procedures owned by the Business Units will provide step by step guidance.

This Policy should be read in conjunction with the [IT Information Security Management System \(ISMS\) Framework](#) which also contains the Statement of Applicability (SoA).

#### ISO27001:2017 – Information Security

The ISO27001 standard is a set of information security guidelines and requirements. Implementation of the specified controls is intended to protect TfL's data assets from loss or unauthorised access and is a recognised means of demonstrating its commitment to information security management.

ISO27001 includes specified controls relating to risk assessment process, organisational structure, information classification, access control mechanisms, physical and technical safeguards, Information security policies, procedures, monitoring, and reporting guidelines.

#### ISO31000:2018 – Risk Management

ISO31000, Risk Management provides principles, a framework, and a process for managing risk. It is currently implemented within TfL at an enterprise level and managed by the Enterprise Risk Management (ERM) team.

Using ISO31000 is helping TfL increase the likelihood of achieving risk management objectives, improve the identification and mitigation of threats, and effectively allocate and use resources for risk treatment.

#### ISO27005:2018 – Information Security Risk Management

ISO27005 outlines the procedures for conducting an information security risk assessment in compliance with ISO27001. Regular risk assessments and proactive risk monitoring are a critical component of TfL's ISO27001 compliance. ISO27001 allows you to show proof of risk assessment for information security risk management, measures taken, and the application of applicable controls from ISO27001 Annex A.

#### ISO22301:2019 – Business Continuity

A Business Continuity Management System (BCMS) is a framework for TfL to update, control and deploy an effective BCM programme that helps prepare for, respond to and recover from disruptive incidents. Implementing a BCMS includes the development of business continuity plans, considering organisational contingencies and capabilities, as well as TfL's individual business needs.

A BCMS helps TfL cope with unplanned events affecting all business-critical processes and activities, from the failure of a single server to the complete loss of a major facility.

A BCMS provides a structured approach to determining critical assets (including systems, processes, and people), the impact of their potential loss, the maximum tolerable period of their loss and the point to which systems, processes and data need to be recovered. Risk management is interlinked with the BCMS through the identification of critical assets and the measures that can be implemented to protect them from unplanned events.

#### ISO27035:2016 – Security Incident Management

The standard covers the processes for managing information security events, incidents, vulnerabilities, and expands on the information security incident management section of ISO/IEC 27001 (A16).





This standard lays out a process with 5 key stages: Prepare; Identify; Assess; Respond; Learn.

### What we can all do

To achieve a high level of competency, all frameworks outlined in this policy should be adhered to at all times ensuring that TfL has a comprehensive cyber security discipline.

Responsibility is split across key teams including IT, Cyber Security, HR, Legal and Enterprise Risk Management.

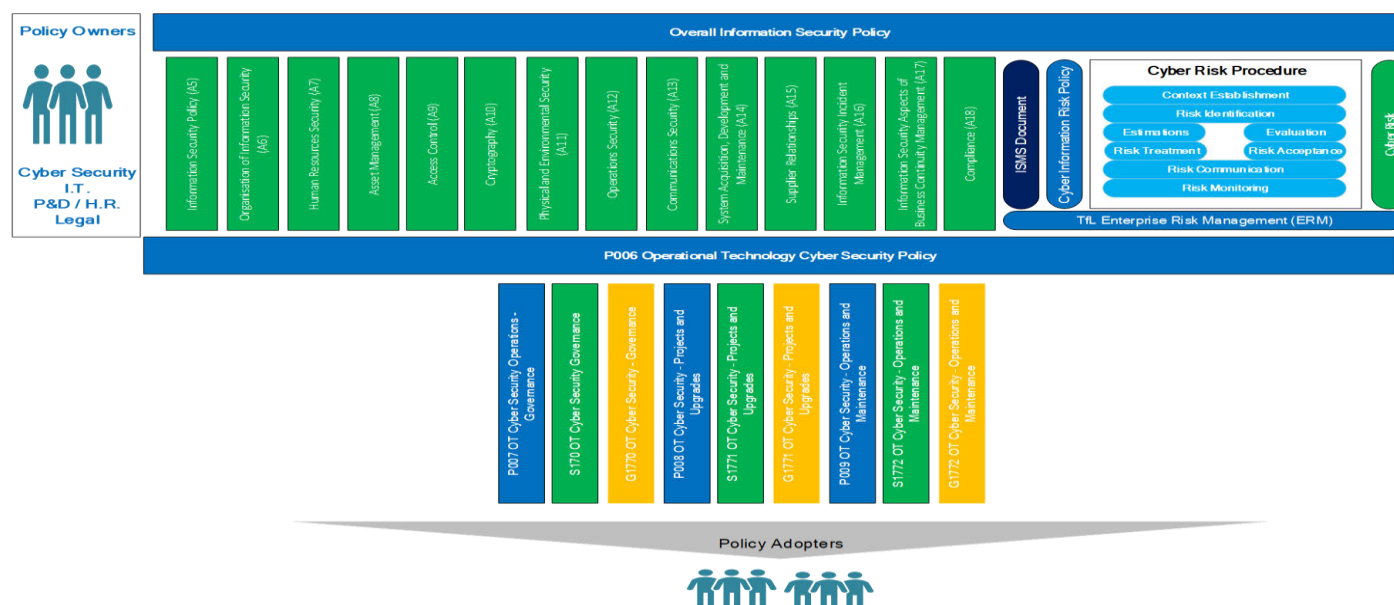
Management, Employees, Contractors and Suppliers are equally responsible for being aware and reporting concerns or non-compliance.

### Responsibility

It shall be ensured that this Policy is reviewed and approved by TfL's Chief Information Security Officer (CISO) on at least an annual basis, or sooner if a significant event or change has occurred which requires updates to stated information security controls.

### ISO Operational Context

The framework below illustrates the relationship between Information Security ISMS, this overarching Policy, the ISO27001 Standards and the ISO27005/31000 Risk Management Frameworks.



The additional business continuity and incident management standards are complementary to the framework above and underpin ISO27001 - Annex A16 and A17.

Gareth Powell  
Chief Customer and Strategy Officer





Crown  
Commercial  
Service

# Core Terms – DPS

## Addendum to Core Terms

The following Core Terms are modified in respect of the Order Contract (but are not modified in respect of the DPS Contract).

### A. For Lot 1

Clause	Amendment
3.1.2	Warranty period is amended to 36 months.
3.2.2	Amended to "All manufacturer warranties covering the Goods must either be assignable to the Buyer on request and for free, or the Supplier must make claims under the warranties for the Buyer whenever asked to do so for free."
3.2.3	Amended to "The Supplier transfers risk of the Goods on Delivery and ownership or possession of the Goods on payment for those Goods, whichever is earlier."
3.2.11	Amended to "The Buyer can cancel any order or part order of Goods which has not been Delivered. The Buyer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs."
10.3.2	Amended to Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days written notice, unless specified in the Order Contract. If the Order Contract is terminated clauses 10.5.2 to 10.5.7 will apply.
11.2	Amended to "Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless otherwise specified in the Order Form."
11.5	Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikeout and insertions underlined as follows: "11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, <u>or 12.2</u> <del>or 14.8</del> or Call-Off Schedule 2 (Staff Transfer) of a Contract."
11.5	In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million.



16.1	Amended to “The Supplier must tell the Relevant Authority within two (2) working days if it receives a Request For Information.”
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## **1. Definitions used in the contract**

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

## **2. How the contract works**

2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.

2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:

- make changes to DPS Schedule 6 (Order Form Template and Order Schedules)
- create new Order Schedules
- exclude optional template Order Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Order Contract:

- is a separate Contract from the DPS Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the DPS Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this DPS Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

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

2.11 An Order Contract can only be created using the electronic procedures described in the OJEU Notice as required by the Regulations.

2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the OJEU Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

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

#### **3.1 All deliverables**

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.<sup>1</sup>

#### **3.2 Goods clauses**

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

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.<sup>2</sup>

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<sup>1</sup> Clause amended – see Addendum to Core Terms

<sup>2</sup> Clause amended – see Addendum to Core Terms

3.2.3 The Supplier transfers ownership or possession of the Goods on Delivery or payment for those Goods, whichever is earlier.<sup>3</sup>

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

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership or possession.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.<sup>4</sup>

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

### **3.3 Services clauses**

3.3.1 Late Delivery of the Services will be a Default of an Order Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects

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<sup>3</sup> Clause amended – see Addendum to Core Terms

<sup>4</sup> Clause amended – see Addendum to Core Terms

connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Order Contract.

## **4 Pricing and payments**

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).

4.3 All Charges and the Management Levy:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Order Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excluding any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## 5. The Buyer's obligations to the supplier

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

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

## **6. Record keeping and reporting**

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

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

## **7. Supplier staff**

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

## **8. Rights and protection**

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Order Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance



8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## 9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

## 10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

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

### 10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the DPS Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.<sup>5</sup>

### 10.4 When CCS or the Buyer can end a contract

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

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded

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<sup>5</sup> Clause amended – see Addendum to Core Terms

- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

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

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

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

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## 10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Order Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

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Project version: v2.0

Model version

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

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

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

10.6.2 If a Supplier terminates an Order Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

## **10.7 When subcontracts can be ended**

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

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

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

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

10.8.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or

part of it.

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

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

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

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

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Form<sup>6</sup>

11.3 No Party is liable to the other for:

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

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

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

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<sup>6</sup> Clause amended – see Addendum to Core Terms

- its obligation to pay the required Management Levy

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Order Schedule 2 (Staff Transfer) of a Contract.<sup>7</sup>

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

## 13. Insurance

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

## 14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

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<sup>7</sup> Clause amended – see Addendum to Core Terms

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.7 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

## 15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information

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without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract

- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

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

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

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

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

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



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

15.6 Transparency Information is not Confidential Information.

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

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

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.<sup>8</sup>

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

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

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

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

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

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

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third

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<sup>8</sup> Clause amended – see Addendum to Core Terms

party rights and remedies that exist independently from CRTPA.

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

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

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

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

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

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

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

## **22. Giving up contract rights**

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

## **23. Transferring responsibilities**

23.1 The Supplier can not assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

## 24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of an Order Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the DPS Pricing or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, DPS Pricing or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs

- of how it has affected the Supplier's costs

24.7 Any change in the DPS Pricing or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

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

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **26. Dealing with claims**

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

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

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

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

committed or attempted to commit a Prohibited Act

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

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

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

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

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

## **29. Health and safety**

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

## **30. Environment**

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

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30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## 31. Tax

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

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

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

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

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

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

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker

fails to provide the information requested by the Buyer within the time specified by the Buyer

- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

## **32. Conflict of interest**

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

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

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

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

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

- Law
- Clause 12.1
- Clauses 27 to 32

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

## **34. Resolving disputes**

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

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

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34.5.

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

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

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

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

## **35. Which law applies**

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

## Joint Schedule 5 (Corporate Social Responsibility)

### 1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

### 2. Equality and Accessibility

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

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

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

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

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

#### **4. Income Security**

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

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

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

## **5. Working Hours**

### **5.1 The Supplier shall:**

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 ensure that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime is used responsibly, taking into account:
  - (a) the extent;
  - (b) frequency; and
  - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - 5.3.1 this is allowed by national law;
  - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6. Sustainability**

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

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

**Order Schedule 4 (Order Tender)**

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# **Order Schedule 4 (Order Tender)**















































































































