

Crown Commercial Service

Call Off Order Form and Call Off Terms for Non ICT Solutions (Goods and/or Services)

PART 1 –CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Records and Information Management Services** dated 1st May 2018.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	DFE/RM/TNT/001/010518
From	THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London SW1P 3BT ("CUSTOMER")
To	TNT UK Limited TNT Express House, Holly Lane Atherstone, Warwickshire CV9 2RY ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st May 2018
1.2.	Expiry Date: End date of Initial Period 30 th April 2023 End date of Extension Period 30 th April 2025 Minimum written notice to Supplier in respect of extension: 3 months

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required:
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	In Call Off Schedule 2 (Goods and/or Services)
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3. IMPLEMENTATION PLAN

3.1. Implementation Plan:	The Supplier shall provide the Customer with a draft Implementation Plan for approval within 30 Working Days from the Call Off Commencement Date. This has been included at Call Off Schedule 4.
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4. CONTRACT PERFORMANCE

4.1	<p>Standards and Quality:</p> <p>TNA The National Archives</p> <p>All steps/documents (routinely updated) - http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/</p> <p>Appraisal and selection guidance - http://www.nationalarchives.gov.uk/documents/information-management/best-practice-guide-appraising-and-selecting.pdf</p> <p>Sensitivity reviewing - http://www.nationalarchives.gov.uk/documents/information-management/sensitivity-review-quick-reference-guide.pdf</p> <p>Closure periods for records - http://www.nationalarchives.gov.uk/documents/information-management/closure-periods.pdf</p> <p>Justifications for personal information closures - http://www.nationalarchives.gov.uk/documents/information-management/personal-information-justification-2015.pdf</p> <p>Redaction toolkit - http://www.nationalarchives.gov.uk/documents/information-management/redaction_toolkit.pdf</p> <p>Sending closed/open records to TNA - http://www.nationalarchives.gov.uk/documents/information-management/process-for-ogds-to-send-previously-retained-files-to-tna.pdf</p> <p>Brief overview of preparation, cataloguing and uplift - http://www.nationalarchives.gov.uk/documents/information-management/transfer-aide-memoire.pdf</p> <p>Cataloguing - http://www.nationalarchives.gov.uk/documents/information-management/cataloguing-guidance.pdf</p> <p>File preparation - http://www.nationalarchives.gov.uk/documents/information-management/preparing-records-for-transfer-to-the-national-archives.pdf</p> <p>Transfer to TNA - http://www.nationalarchives.gov.uk/documents/information-management/transfer-aide-memoire.pdf</p> <p>Note: all steps must be agreed with DfE to take account of DfE-specific practices and agreements with TNA.</p> <p>HMG Security Policy Framework and Industry best practice</p>
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<https://www.gov.uk/government/publications/security-policy-framework>

BS EN ISO/IEC 27001:2017 - Information technology — Security techniques — Information security management systems — Requirements

Specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organisation. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organisation. The requirements set out in ISO/IEC 27001:2013 are generic and are intended to be applicable to all organizations, regardless of type, size or nature.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030347472> (subscription required to download)

BS EN ISO/IEC 27002:2017 - Information technology — Security techniques — Code of practice for information security controls

Guidelines for organizational information security standards and information security management practices including the selection, implementation and management of controls taking into consideration the organization's information security risk environment(s).

It is designed to be used by organizations that intend to:

1. select controls within the process of implementing an Information Security Management System based on ISO/IEC 27001;
2. implement commonly accepted information security controls;
3. develop their own information security management guidelines.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030347481> (subscription required to download)

BS 7858:2012 - Security screening of individuals employed in a security environment — Code of practice (Note: currently under review)

Recommendations for the security screening of individuals to be employed in an environment where the security and/or safety of people, goods and services, personal data or property is a requirement of the employing organization's operations and/or where such security screening is in the public and/or corporate interest.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030237324> (subscription required to download)

BS EN ISO 9001:2015 - Quality management systems — Requirements

Requirements for a quality management system when an organization:

- a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and
- b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.

All the requirements of ISO 9001:2015 are generic and are intended to be applicable to any organization, regardless of its type or size, or the products and services it provides.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030273524> (subscription required to download)

BIP 0008-1:2014 - Evidential Weight and Legal Admissibility of Information Stored Electronically: Code of Practice for the Implementation of BS 10008

Primarily concerned with the authenticity, integrity and availability of electronically stored information, to the demonstrable levels of certainty required by an organisation. It is particularly applicable where this stored information may be used

as evidence in disputes inside and outside the legal system.

<https://shop.bsigroup.com/ProductDetail/?pid=000000000030296631> (subscription required to download)

BS EN ISO 14001:2015 - Environmental management systems. Requirements with guidance for use

Requirements for an environmental management system that an organization can use to enhance its environmental performance. ISO 14001:2015 is intended for use by an organization seeking to manage its environmental responsibilities in a systematic manner that contributes to the environmental pillar of sustainability.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030281203> (subscription required to download)

BS 4971:2017 - Conservation and care of archive and library collections

Current best practice in managing archive and library collections to ensure their long-term preservation.

Note: BS 4971 covers the exhibition and storage aspects of conservation formerly found in PD 5454.

<https://shop.bsigroup.com/ProductDetail/?pid=000000000030343305> (subscription required to download)

BS EN 15713:2009 - Secure destruction of confidential material. Code of practice

Recommendations for the management and control of confidential material destruction, to ensure that such material is disposed of securely and safely. The recommendations apply to a company's main business premises and any holding sites.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030166950> (subscription required to download)

OTHERS:

BS ISO 15489-1:2016 - Information and documentation. Records management. Concepts and principles

Establishes the core concepts and principles for the creation, capture and management of records. It sits at the heart of a number of International Standards and Technical Reports that provide further guidance and instruction on the concepts, techniques and practices for creating, capturing and managing records.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030298891> (subscription required to download)

PD ISO/TR 15489-2:2001 - Information and documentation. Records management. Guidelines

Implementation guide to BS ISO 15489-1, for use by record management professionals and those charged with managing records in their organisations.

<https://shop.bsigroup.com/ProductDetail?pid=000000000030048103> (subscription required to download)

BS EN ISO 9000:2015 - Quality management systems. Fundamentals and vocabulary

Provides the fundamental concepts, principles and vocabulary for quality management systems (QMS) and provides the foundation for other QMS standards. This International Standard is intended to help the user to understand the

	<p>fundamental concepts principles and vocabulary of quality management in order to be able to effectively and efficiently implement a QMS and realise value from other QMS standards.</p> <p>https://shop.bsigroup.com/ProductDetail?pid=000000000030262729 (subscription required to download)</p> <p>BS EN ISO 22301:2014 - Societal security. Business continuity management systems. Requirements (Note: currently under review)</p> <p>Specifies requirements for setting up and managing an effective Business Continuity Management System (BCMS).</p> <p>A BCMS emphasizes the importance of:</p> <ul style="list-style-type: none"> • Understanding the organization’s needs and the necessity for establishing business continuity management policy and objectives • Implementing and operating controls and measures for managing an organization’s overall capability to manage disruptive incidents • Monitoring and reviewing the performance and effectiveness of the BCMS • Continual improvement based on objective measurement <p>https://shop.bsigroup.com/ProductDetail/?pid=000000000030292502 (subscription required to download)</p> <p>Where the standards detailed above are superceded, the latest version of the guidance should be applied.</p> <p>The Supplier shall provide the Customer with a draft Quality Plan for Approval within 30 Working Days from the Call Off Commencement Date. The following document has been provided in respect of this:</p> <div style="text-align: center;">  <p>DfE Quality Plan v1.0.pdf</p> </div>
<p>4.2</p>	<p>Service Levels/Service Credits:</p> <p>In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p> <p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>10% of the Call Off Contract Charges payable to the Supplier in the immediately preceding calendar month (or in relation to the first calendar month, the Call Off Contract Charges payable in the first month).</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>For the purpose of clause 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed within each contract year should not exceed 1 and shall, notwithstanding clause 13.7.1, be discussed and agreed by both parties .</p>
<p>4.3</p>	<p>Critical Service Level Failure:</p> <p>Critical Service Level Failures in relation to Service Level Performance Criterion across all Service Lines are outlined at Annex 1 to Part A: Service Levels and Service Credits Table (Applicable for Lot 3, Lot 4, Lot 5, Lot 6 and Lot 7).</p>

4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Call Off Terms</p>
4.6	<p>Supplier Software, Customer Software and Third Party Software</p> <p>The Supplier has stated that the following third party / COTS software will be used in delivery of the contract:</p> <p>RIM System – O’Neil Rssql (via RS Web web portal)</p> <p>Scanning Software – Open Text, Input Accel</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>Supplier Call off Contract Manager</p> <p>[REDACTED]</p> <p>Supplier Senior Call off Contract Manager</p> <p>[REDACTED]</p> <p>Supplier Archive Centre Manager</p> <p>[REDACTED]</p> <p>Supplier National Operations Manager</p> <p>[REDACTED]</p> <p>Supplier Customer Services</p> <p>[REDACTED]</p> <p>The Contracting Authority should be notified of any changes to the above within 5 working days.</p>
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5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): In Invitation to Tender Document 3, Declarations Part 2 and Part 3.
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6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Provided that the goods or services have been satisfactorily supplied as ordered, undisputed invoices will be paid within 10 working days of receipt, unless other terms have been agreed. The DfE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction. Payments will only be deemed to be late after 30 working days of receipt. At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the DfE. The final invoice shall be submitted not later than 30 days after the end of the Term. The DfE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.
6.3	Reimbursable Expenses: Will be permitted and paid in line with the DfE expenses policy which is available on request. The DfE reserves the right to amend the expenses policy. All expenses must be agreed and approved by the Customer in advance of being incurred.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Postal Address: Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ

	<p>Email address: <u>APinvoices-DFE-U@sscl.gse.gov.uk</u> and <u>records.enquiries@education.gov.uk</u></p> <p>All unstructured e-invoices sent via email will also need to adhere to the following guidelines to ensure processing of your invoice.</p> <p>Any invoices that are submitted and do not meet the following criteria will not be processed:</p> <ul style="list-style-type: none"> • All files/invoices must be in PDF format • One PDF per invoice – all supporting documentation must be included within this PDF. <ul style="list-style-type: none"> o Do not attach additional/separate supporting documentation as a separate file • Multiple invoices can be attached to one email but each invoice must be in a separate PDF (and no additional supporting files) • The email address above is for the submission of invoices only. <ul style="list-style-type: none"> o Any queries about invoices, should be sent to DFE-finance-ap-enquiries@sscl.gse.gov.uk.
6.5	<p>Call Off Contract Charges fixed for (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The unit costs (as set out at Schedule 3) will remain fixed for the duration of the contract.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 10.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out:</p> <p>Within 12 months of the commencement date and on each 1 year anniversary thereafter during the Call off Contract Period.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £249,472, this excludes any costs for scanning or additional specialist records management services.</p>
7.2	<p>Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms);</p> <p>Clauses 36.2.1(a) and (b) shall be deleted and replaced with the following:</p> <p>“(a) in respect of all:</p>

(i) Service Credits; and

(ii) Compensation for Critical Service Level Failure;

incurred in any 1 calendar month period shall be subject in aggregate to the Service Credit Cap;

(b) In respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:

(i) in the case of loss, damage, destruction or disclosure of a Container, an amount of £2.00 for each Container;

(ii) in the case of loss, damage, destruction or disclosure of an Individual Item (which is not stored within a Container), an amount of £2.00 for each Individual Item;

(iii) in the case of delay and/or incorrect delivery of an Item, the refund of the Service Charge;

(iv) in the case of any other error or omission (including negligence), an amount of £1.00 for each Item.

In any event:

(aa) liability in respect of Clause 36.2.1(b)(i), (ii), (iii) and (iv) will not, in any circumstances, exceed £20,000 per event or series of connected events, and is limited to £50,000 (Fifty thousand pounds) in the aggregate per Call Off Contract Year calculated from the Call Off Commencement Date;

(bb) liability in respect of Clause 36.4.1 (a), (b), (c) and (d) will not, in any circumstances exceed £10,000 per incident or series of connected events; and

(cc) liability (other than that which cannot be excluded or limited pursuant to clause 36.1) arising pursuant to this Agreement (including liability referred to in Clause 36.4.1(e)) , shall be limited in the aggregate to the lesser of £500,000 or the value of the Charges paid under this Call Off Contract ,

in each case whether such liability arises under a warranty, under statute, breach of contract, breach of representation, pursuant to an indemnity, tort (including negligence), or otherwise.

Supplier will not be liable for:

(x) Customer's failure to comply with any legal obligation it may have to preserve or maintain any Material whether or not the loss or damage to or failure to preserve or maintain the Material was Supplier's fault; and/or

(y) any fault, failure, loss, damage or other issue relating to the Customer's

	<p>systems (including data input systems and/or other systems), whether such issue arises from the Supplier's use of the Customer's systems or not.</p> <p>For the purposes of this clause the following definitions shall apply:</p> <p>"Container" shall mean each container of Material which Supplier packs, collects, stores, or delivers to the Customer pursuant to the provision of the Services;</p> <p>"Individual Item" shall mean each individual item of Material which Supplier packs, collects, stores or delivers to the Customer pursuant to the provision of the Services;</p> <p>"Item" shall mean each Container and/or Individual Item;</p> <p>"Material" shall mean all and any information storage media (including, but not limited to, documents, files, paper records, magnetic tapes, rigid and floppy disks, film, microfilm, microfiche, audio and visual cassettes) together with all related lists, catalogues and indexes, packaging, boxes and other containers, which are Customer's property."</p>
7.3	<p>Insurance (Clause 37.3 of the Call Off Terms):</p> <p>The Contractor shall effect and maintain in force with a reputable insurance company employer's liability and, product liability, public liability employer's (compulsory) liability insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as the DFE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Contractor under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 41.2.1(c) of the Call Off Terms):</p> <p>In Clause 41.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 41.7.1 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 41.7.1 shall be amended to ninety (90) Working Days.</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 42.1.1 of the Call Off Terms</p>
8.4	<p>Exit Management:</p> <p>Call Off Schedule 9 (Exit Management) shall be amended as follows:</p> <p>In addition to the requirements at Call Off Schedule 9 (Exit Management) Clause 5.3 The Supplier shall provide the Customer with a full exit plan and proposals on how to manage the transition to a new supplier no later than 1 (one) year prior to the</p>

	<p>contract expiry date. This is to include, but not limited to:</p> <ul style="list-style-type: none"> • Number of records in storage • Full location addresses where records are stored and the number at that site • Exit costs itemised by service • Transport costs • Resource plan • Project plan • Chain of custody flowcharts • Data transfer • Service levels during the transition period • Quality Assurance processes • Number of records that can be transferred per day <p>A draft exit plan is attached below:</p> <p>NOTE: DRAFT EXIT PLAN REDACTED</p>
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9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets: Not required</p>
9.2	<p>Commercially Sensitive Information:</p> <ul style="list-style-type: none"> • Pricing • SLA proposals • Service credit proposals • Contractual amendments <p>Operational solutions</p>
9.3	<p>Maintenance of the ICT Environment</p> <p>To be provided within 30 days of the Commencement Date unless agreed otherwise between the Parties.</p>

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms): Recitals B to E</p>
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	<p>Recital C - date of issue of the Statement of Requirements: 7th December 2017</p> <p>Recital D - date of receipt of Call Off Tender: 26th January 2017</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Long form security requirements will apply.</p> <p>AND</p> <p>Departmental security terms at Clause 58 of Schedule 14 of the Call off order form and call off terms.</p>
10.4	<p>ICT Policy:</p> <p>Included in the Departmental security terms at Clause 58 of Schedule 14 of the Call off order form and call off terms.</p>
10.5	<p>Testing:</p> <p>In Call Off Schedule 5 (Testing)</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period:</p> <p>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 48 hours</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>For the purpose of that Clause the value for X shall be 2 and the value for Y shall be 1</p>
10.8	<p>Protection of Customer Data (Clause 34.3.3 of the Call Off Terms):</p> <p>The Supplier will supply the Customer Data (captured on the RIM System) in MS Excel format but Customer reserves the right the request an alternative format subject to 3 months' notice.</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: FAO Records Management Team Piccadilly Gate, 2 Store Street, Manchester, M1 2WD</p> <p><u>records.enquiries@education.gov.uk</u></p>

	<p>Supplier's postal address and email address:</p> <p>TNT UK Limited TNT Express House, Holly Lane Atherstone, Warwickshire CV9 2RY</p> <p>████████████████████</p>
10.10	<p>Transparency Reports</p> <p>NOT USED</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>Alternative Clause 6.3 of Call-off Schedule 7.</p> <p>Additional Clause 58 of Schedule 14 of the Call off order form and call off terms.</p> <p>Additional Clause 5.2 of Schedule 14 of the Call off order form and call off terms</p> <p>General Data Protection Regulation (GDPR)</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Training</p> <p>During implementation, the Supplier will provide a two day face-to-face training session, followed by further refresher sessions on a biannual basis for the Customer's RIM system users.</p> <p>The Supplier will also train an allocated super-user(s) who can assist internally with the training regime.</p> <p>Following delivery of initial training, if the Customer's user queries cannot be answered via the RSWeb help function, they will have the option of calling the Supplier's 24/7/365 dedicated customer services team for support (██████████). If further training or support is required during the contract term, the Supplier will provide free of charge reasonable on-going face to face support with any RIM system and training queries.</p> <p>Within 30 days of call off commencement the Supplier will provide the Customer with a digital copy of the RIM system training guide.</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	Neil McIvor - Chief Data Officer
Signature	
Date	30 th April 2018

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PART 2 – CALL OFF TERMS

TERMS AND CONDITIONS

RECITALS

- A. Where recital A has been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.2 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of direct award.
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.
- C. The Customer issued its Statement of Requirements for the provision of the Goods and/or Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Goods and/or Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Goods and/or Services to the Customer in accordance with the terms of this Call Off Contract.

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off 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 this Call Off Contract;
 - 1.3.8 references to “**Clauses**” and “**Call Off Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear; and
 - 1.3.9 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, the Call Off Terms and the provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
 - 1.4.2 the Call Off Order Form;
 - 1.4.3 the Call Off Terms, except Call Off Schedule 15 (Call Off Tender);
 - 1.4.4 Call Off Schedule 15 (Call Off Tender); and
 - 1.4.5 Framework Schedule 21 (Tender).
- 1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Call Off Contract shall prevail over the Framework Agreement.
- 1.6 Where Call Off Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Call Off Contract, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.

2. DUE DILIGENCE

- 2.1 The Supplier acknowledges that:
- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
 - 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
 - 2.1.3 it has raised all relevant due diligence questions with the Customer before the Call Off Commencement Date;
 - 2.1.4 it has satisfied itself of all relevant details, including but not limited to, details relating to the following;

- (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call Off Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Customer;
 - (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Goods and/or Services of the Customer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Goods and/or Services;
- 2.1.5 it has advised the Customer in writing of:
- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Goods and/or Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and the costs of those actions;
- 2.1.6 it has undertaken all necessary due diligence and has entered into this Call Off Contract in reliance on its own due diligence alone; and
- 2.1.7 it shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
- (a) unsuitable aspects of the Operating Environment;
 - (b) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Call Off Contract;
 - (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
 - (d) failure by the Supplier to undertake its own due diligence.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 Each Party represents and warranties that:
- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
 - 3.1.2 this Call Off Contract is executed by its duly authorised representative;
 - 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
 - 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of

general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

- 3.2 The Supplier represents and warrants that:
- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
 - 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
 - 3.2.4 as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
 - 3.2.5 if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds, as at the Call Off Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
 - 3.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Goods and/or Services by the Customer;
 - 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
 - 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
 - 3.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
 - 3.2.10 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Goods and/or Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.

- 3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.
- 3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

4. CALL OFF GUARANTEE

- 4.1 Where the Customer has stipulated in the Call Off Order Form that this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:
- 4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and
 - 4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.
- 4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

B. DURATION OF CALL OFF CONTRACT

5. CALL OFF CONTRACT PERIOD

- 5.1 This Call Off Contract shall take effect on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.
- 5.2 Where the Customer has specified a Call Off Extension Period in the Call Off Order Form, the Parties may agree to extend this Call Off Contract for the Call Off Extension Period. The Customer shall provide written notice to the Supplier before the end of the Initial Call Off Period of its desire to extend the Call Off Contract and the parties shall meet and agree the Extension Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

C. CALL OFF CONTRACT PERFORMANCE

6. IMPLEMENTATION PLAN

- 6.1 Formation of Implementation Plan
- 6.1.1 Where an Implementation Plan has not been agreed and included in Call Off Schedule 4 (Implementation Plan) on the Call Off Commencement Date, but the Customer has specified in the Call Off Order Form that the Supplier shall provide a draft Implementation Plan prior to the commencement of the provision of the Goods and/or Services, the Supplier's draft must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The draft Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

- 6.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in the Call Off Order Form.
- 6.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 6.1.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in this Call Off Contract and report to the Customer on such performance.

6.2 Control of Implementation Plan

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Goods and/or Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 6.2.3 Where so specified by the Customer in the Implementation Plan or elsewhere in this Call Off Contract, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

6.3 Rectification of Delay in Implementation

- 6.3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:
 - (a) it shall:
 - (i) notify the Customer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - (ii) include in its notification an explanation of the actual or anticipated impact of the Delay;
 - (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - (iv) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
 - (b) if the Delay or anticipated Delay relates to a Milestone in respect which a Delay Payment has been specified in the Implementation Plan, Clause 6.4 (Delay Payments) shall apply.

6.4 Delay Payments

- 6.4.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:
- (a) the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); or
 - (ii) the delay exceeds the number of days (the "**Delay Period Limit**") specified in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
 - (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified by the Customer in the Implementation Plan);
 - (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 48 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
 - (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 6.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 36 (Liability).

7. GOODS AND/OR SERVICES

7.1 Provision of the Goods and/or Services

- 7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Goods and/or Services and the performance of its obligations under this Call Off Contract.
- 7.1.2 The Supplier shall ensure that the Goods and/or Services:
- (a) comply in all respects with the description of the Goods and/or Services in Call Off Schedule 2 (Goods and/or Services) or elsewhere in this Call Off Contract; and
 - (b) are supplied in accordance with the provisions of this Call Off Contract (including the Call Off Tender) and the Tender.

7.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:

- (a) all applicable Law;
- (b) Good Industry Practice;
- (c) the Standards;
- (d) the Security Policy;
- (e) the Quality Plans;
- (f) the ICT Policy (if so required by the Customer); and
- (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(e).

7.1.4 The Supplier shall:

- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Goods and/or Services in accordance with this Call Off Contract;
- (b) subject to Clause 22.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Goods and/or Services;
- (c) ensure that the release of any new Supplier Software or upgrade to any Supplier Software complies with the interface requirements of the Customer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Customer three (3) Months before the release of any new Supplier Software or Upgrade;
- (d) ensure that all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- (e) ensure that any products /or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Goods and/or the Services shall enable the Deliverables and/or the Goods and/or Services to meet the requirements of the Customer;
- (f) ensure that the Supplier System and Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer) and will be Euro Compliant; and);
- (g) ensure that the Goods and/or Services are fully compatible with any Customer Software, Customer System, Customer Property or Customer Assets described in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) (or elsewhere in this Call Off Contract) or otherwise used by the Supplier in connection with this Call Off Contract;
- (h) minimise any disruption to the Sites Services, the ICT Environment and/or the Customer's operations when providing the Goods and/or Services;

- (i) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (j) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Goods and/or Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Goods and/or Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (k) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Goods and/or Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (l) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Goods and/or Services;
- (m) deliver the Goods and/or Services in a proportionate and efficient manner;
- (n) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and
- (o) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.
- (p) provide training to the Customer's personnel in accordance with paragraph 10.13 of the Call Off Order Form (if any) in respect of the use and maintenance of the Goods and, unless otherwise indicated in the Order Form, the Charges shall include all costs of training including the cost of instruction of the Customer's personnel in the use and maintenance of the Goods, such instruction to be in accordance with the specification for training set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Order Form.

7.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

8. SERVICES

8.1 General application

8.1.1 This Clause 8 shall apply if any Services have been included in Annex 1 of Call Off Schedule 2 (Goods and/or Services).

8.2 Time of Delivery of the Services

8.2.1 The Supplier shall provide the Services on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any).

8.3 Location and Manner of Delivery of the Services

8.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.

8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

8.4 Undelivered Services

8.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.

8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Goods and/or Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

8.5 Specially Written Software warranty

8.5.1 The Supplier warrants to the Customer that all components of the Specially Written Software shall:

- (a) be free from material design and programming errors;
- (b) perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 2 (Goods and Services) and Documentation; and
- (c) not infringe any Intellectual Property Rights.

8.6 Obligation to Remedy of Default in the Supply of the Services

8.6.1 Subject to Clauses 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer

(taking into account the nature of the breach that has occurred);
and

- (b) meet all the costs of, and incidental to, the performance of such remedial work.

8.7 Continuing Obligation to Provide the Services

8.7.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Call Off Contract Charges, unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

9. GOODS

9.1 General application

9.1.1 This Clause 9 shall apply if any Goods have been included in Annex 2 of Call Off Schedule 2 (Goods and/or Services).

9.2 Time of Delivery of the Goods

9.2.1 The Supplier shall provide the Goods on the date(s) specified in the Call Off Order Form (or elsewhere in this Call Off Contract) and the Milestone Dates (if any) which shall not exceed twenty one (21) calendar days of receipt of an order. In the event of any delay in the delivery, the Supplier shall immediately notify the Customer, specifying reasons for the delay and the revised delivery date.

9.2.2 Subject to Clause 9.2.2 (Time of Delivery of the Goods), where the Goods are delivered by the Supplier, the point of delivery shall be to the point of use and shall be unpacked, sited, configured, connected and commissioned by the Supplier (commissioned within one (1) working day of delivery. The Supplier shall remove all packaging from the Customer's premises at the time of installation. Where the goods are collected by the Customer, the point of delivery shall be when the Goods are loaded onto the Customer's vehicle. Where the Customer has specified any Installation Works in the Call Off Order Form, Delivery shall include installation of the Goods by the Supplier Personnel at the Sites (or at such place as the Customer may reasonably direct) in accordance with Clause 10 (Installation Works) and the Call Off Order Form.

9.3 Location and Manner of Delivery of the Goods

9.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall deliver the Goods to the Customer through the Supplier Personnel at the Sites.

9.3.2 If requested by the Customer prior to Delivery, the Supplier shall provide the Customer with a sample or samples of Goods for evaluation and Approval, at the Supplier's cost and expense.

- 9.3.3 The Goods shall be marked, stored, handled and delivered in a proper manner and in accordance the Customer's instructions as set out in the Call Off Order Form (or elsewhere in this Call Off Contract), Good Industry Practice, any applicable Standards and any Law. In particular, the Goods shall be marked with the Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
 - 9.3.4 On dispatch of any consignment of the Goods the Supplier shall send the Customer an advice note specifying the means of transport, the place and date of dispatch, the number of packages, their weight and volume together with the all other relevant documentation and information required to be provided under any Laws.
 - 9.3.5 The Customer may inspect and examine the manner in which the Supplier supplies the Goods at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.
- 9.4 Undelivered Goods
- 9.4.1 In the event that not all of the Goods are Delivered in accordance with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) ("**Undelivered Goods**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Goods that were not so Delivered until such time as the Undelivered Goods are Delivered.
 - 9.4.2 The Customer, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising deem the failure to comply with Clauses 7.1 (Provision of the Goods and/or Services), 9.2 (Time of Delivery of the Goods) and 9.3 (Location and Manner of Delivery of the Goods) and meet the relevant Milestone Date (if any) to be a material Default.
- 9.5 Over-Delivered Goods
- 9.5.1 The Customer shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity specified in the Call Off Order Form (or elsewhere in this Call Off Contract) ("**Over-Delivered Goods**").
 - 9.5.2 If the Customer elects not to accept such Over-Delivered Goods it may, without prejudice to any other rights and remedies of the Customer howsoever arising, give notice in writing to the Supplier to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such Over-Delivered Goods (including but not limited to the costs of moving and storing the Over-Delivered Goods).
 - 9.5.3 If the Supplier fails to comply with the Customer's notice under Clause 9.5.2, the Customer may dispose of such Over-Delivered Goods and charge the Supplier for the costs of such disposal. The risk in any Over-Delivered Goods shall remain with the Supplier.
- 9.6 Delivery of the Goods by Instalments
- 9.6.1 Unless expressly agreed to the contrary, the Customer shall not be obliged to accept delivery of the Goods by instalments. If, however, the Customer

does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its Delivery shall, without prejudice to any other rights or remedies of the Customer howsoever arising, entitle the Customer to terminate the whole or any unfulfilled part of this Call Off Contract for material Default without further liability to the Customer.

9.7 Risk and Ownership in Relation to the Goods

9.7.1 Without prejudice to any other rights or remedies of the Customer howsoever arising:

- (a) risk in the Goods shall pass to the Customer at the time of Delivery; and
- (b) ownership of the Goods shall pass to the Customer for Lots 1 and 2 where outright purchase is an option on the earlier of Delivery of the Goods or payment by the Customer of the Call Off Contract Charges;

9.8 Responsibility for Damage to or Loss of the Goods

9.8.1 Without prejudice to the Supplier's other obligations to provide the Goods in accordance with this Call Off Contract, the Supplier accepts responsibility for all damage to or loss of the Goods if the:

- (a) same is notified in writing to the Supplier within three (3) Working Days of receipt and inspection of the Goods by the Customer; and
- (b) Goods have been handled by the Customer in accordance with the Supplier's instructions.

9.8.2 Where the Supplier accepts responsibility under Clause 9.8.1, it shall, at its sole option, replace or repair the Goods (or part thereof) within such time as is reasonable having regard to the circumstances and as agreed with the Customer.

9.9 Warranty of the Goods

9.9.1 The Supplier hereby guarantees the Goods for the Warranty Period against faulty materials and workmanship.

9.9.2 If the Customer shall within such Warranty Period or within twenty five (25) Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such Warranty Period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies of the Customer howsoever arising) promptly remedy such faults or defects (whether by repair or replacement as the Customer shall elect) free of charge.

9.10 Obligation to Remedy Default in the Supply of the Goods

9.10.1 Subject to Clauses 33.9 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 9.4 (Undelivered Goods) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in this Clause 9 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and

- (b) meet all the costs of, and incidental to, the performance of such remedial work.

9.11 Continuing Obligation to Provide the Goods

9.11.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Goods, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Call Off Contract Charges, unless the Supplier is entitled to terminate this Call Off Contract under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure to pay undisputed Call Off Contract Charges.

9.12 Provision and Removal of Supplier Equipment

9.12.1 Unless otherwise stated in the Call Off Order Form, the Supplier shall provide all the Supplier Equipment necessary for the supply of the Goods and/or the Services.

9.12.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.

9.12.3 All Supplier Equipment brought onto the Customer Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Supplier Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Supplier shall be wholly responsible for the haulage or carriage of the Supplier Equipment to the Customer Premises and the removal thereof when it is no longer required by the Customer and in each case at the Supplier's sole cost. Unless otherwise stated in this Call Off Agreement, Supplier Equipment brought onto the Customer Premises will remain the property of the Supplier.

9.12.4 The Supplier shall maintain all items of Supplier Equipment within the Customer Premises in a safe, serviceable and clean condition.

9.12.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

- (a) remove from the Customer Premises any Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Call Off Agreement; and
- (b) replace such item with a suitable substitute item of Supplier Equipment.

9.12.6 Upon termination or expiry of the Call Off Agreement, the Supplier shall remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and Services and shall leave the Customer Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Customer Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or Supplier's Personnel.

9.13 Provision of Maintenance Services

- 9.13.1 This Clause 9.13 shall apply to the provision of the Maintenance Services.
- 9.13.2 The Supplier shall supply the Maintenance Services during the Call Off Contract Period in accordance with the specification for maintenance services set out in Schedule 2 of the Framework Agreement or as otherwise set out in the Call Off Order Form.
- 9.13.3 The Maintenance Services shall include the provision of spares, replacement parts, consumables, toner and staples and the Supplier shall not be entitled to make any additional charge for the supply of such items, except where expressly set out in the Call Off Order Form.
- 9.13.4 If any of the Goods breaks down and the Supplier is not able to repair the Goods in accordance with the specification and timescales set out in Schedule 2 of the Framework Agreement or as otherwise set out in this Call Off Agreement, the Supplier shall, at its own cost, without delay, replace any Goods that are not operational with goods of the same type and upon the same terms as the original Goods.
- 9.13.5 All replacement parts fitted to the Goods and all substitutions for the Goods shall remain the property of the Supplier.
- 9.13.6 Clause 9.13.5 shall not apply to upgrades or improvements to the Goods made in accordance with Clause 9.14.
- 9.13.7 The Supplier shall be entitled to inspect the Goods at any time having given reasonable notice to the Customer.

9.14 Upgrades and Improvements

- 9.14.1 At any time the Customer may upgrade or improve the Goods by replacing component parts (but not the Goods in their entirety) with new or used parts or by installing new software with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).
- 9.14.2 If the Customer upgrades or improves the Goods by replacing component parts of the Goods with new or used component parts or by installing software, such upgrades or improvements shall belong to the Customer and the Customer shall have the option to remove any such replacement parts, or uninstall any software that it has installed, before the Supplier collects the Goods on expiry or earlier termination of the Call Off Contract provided that the removal of such replacement parts shall not damage the Goods and the Customer shall:
 - (a) reinstate the original component parts or re-install the original software; or
 - (b) substitute component parts or install software (where possible from the same manufacturer) reasonably similar to the removed component parts or software; or
 - (c) offer for acceptance by the Supplier in substitution for the removed parts or uninstalled software (such acceptance not to be unreasonably withheld or delayed) any component parts or software used in upgrading or improving the Goods.

10. INSTALLATION WORKS

- 10.1 Unless otherwise indicated in the Call Off Order Form, the Charges shall include the cost of installing the Goods to ensure that the Goods are fit for purpose for use by the Customer.
- 10.2 The Supplier shall carry out the Installation Works in good workmanship manner and in accordance with Good Industry Practice and shall notify the Customer when the Installation Works have been carried out. The Customer shall inspect the Installation Works and shall either:
- 10.2.1 accept the Installation Works, or
 - 10.2.2 reject the Installation Works and provide reasons to the Supplier if, in the Customer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract).
- 10.3 If the Customer rejects the Installation Works in accordance with Clause 10.1, the Supplier shall immediately rectify or remedy any defects and if, in the Customer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call Off Order Form (or elsewhere in this Call Off Contract), the Customer may terminate this Call Off Contract for material Default.
- 10.4 The Supplier shall make no delivery of materials, equipment or other things nor commence any work on the Customer's Premises without obtaining prior Approval.
- 10.5 Access to the Customer's Premises shall not be exclusive to the Supplier but shall be limited to such Supplier Personnel and Supplier's Sub-contractors as are necessary to enable the performance of the Call Off Agreement concurrently with the execution of work by others. The Supplier shall co-operate with such others as the Customer may reasonably require.
- 10.6 Where any access to the Customer's Premises is necessary in connection with delivery or installation, the Supplier and the Supplier's Personnel and Sub-contractors shall at all times comply with the reasonable requirements of the Customer's security procedures as notified to the Supplier from time to time.
- 10.7 Throughout the Call Off Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Personnel to carry out the Installation Works.

11. STANDARDS AND QUALITY

- 11.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 11.2 If so required by the Customer in the Call Off Order Form, the Supplier shall develop, in the timescales specified in the Call Off Order Form, quality plans that ensure that all aspects of the Goods and/or Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 11.3 The Supplier shall seek Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed) of the Quality Plans before implementing them. The Supplier acknowledges and accepts that Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Goods and/or Services are provided to the standard required by this Call Off Contract.

- 11.4 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.
- 11.5 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Goods and/or Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.
- 11.6 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and shall be implemented within an agreed timescale.
- 11.7 Following the approval by the Customer of the Quality Plans:
- 11.7.1 the Supplier shall implement all Deliverables in accordance with the Quality Plans; and
 - 11.7.2 any Variation to the Quality Plans shall be agreed in accordance with the Variation Procedure.
- 11.8 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
- 11.8.1 be appropriately experienced, qualified and trained to supply the Goods and/or Services in accordance with this Call Off Contract;
 - 11.8.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Good and/or Services; and
 - 11.8.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer.
- 11.9 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

12. TESTING

- 12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.
- 12.2 The Parties shall comply with any provisions set out in Call Off Schedule 5 (Testing).

13. SERVICE LEVELS AND SERVICE CREDITS

- 13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2, 13.3 and 13.7 shall apply.

- 13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
- 13.3 The Supplier shall at all times during the Call Off Contract Period provide the Goods and/or Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.
- 13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
 - 13.6.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
 - (c) results in:
 - (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.3.8 (Protection of Customer Data) shall also be available); and/or
 - (ii) the Customer being required to make a compensation payment to one or more third parties; and/or
 - 13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).
- 13.7 Not more than once in each Call Off Contract Year, the Customer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:
- 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;
 - 13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
 - 13.7.3 there is no change to the Service Credit Cap.

14. CRITICAL SERVICE LEVEL FAILURE

14.1 This Clause 14 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form.

14.2 On the occurrence of a Critical Service Level Failure:

14.2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

14.2.2 the Customer shall (subject to the Service Credit Cap set out in Clause 36.2.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 14.2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

14.3 The Supplier:

14.3.1 agrees that the application of Clause 14.2 is commercially justifiable where a Critical Service Level Failure occurs; and

14.3.2 acknowledges that it has taken legal advice on the application of Clause 14.2 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY

15.1 This Clause 15 shall apply if the Customer has so specified in the Call Off Order Form.

15.2 The Parties shall comply with the provisions of Call Off Schedule 8 (Business Continuity and Disaster Recovery).

16. DISRUPTION

16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.

16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under this Call Off Contract.

16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.

16.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

17.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:

- 17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:
- (a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and
 - (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and
 - (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

18. CONTINUOUS IMPROVEMENT

18.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Goods and/or Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Goods and/or Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

- 18.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Goods and/or Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;
- 18.1.2 new or potential improvements to the provision of the Goods and/or Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support goods and/or services in relation to the Goods and/or Services;
- 18.1.3 changes in business processes and ways of working that would enable the Goods and/or Services to be provided at lower costs and/or at greater benefits to the Customer; and/or
- 18.1.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Goods and/or Services.

18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

D. CALL OFF CONTRACT GOVERNANCE

19. PERFORMANCE MONITORING

19.1 The Supplier shall comply with the monitoring requirements set out in Part B (Performance Monitoring) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

20. REPRESENTATIVES

20.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.

20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).

20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

21.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Goods and/or Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

21.2 The Supplier shall:

21.2.1 keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law; and

21.2.2 afford any Auditor access to the records and accounts referred to in Clause 21.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 21.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract including in order to:

- (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and proposed or actual variations to them in accordance with this Call Off Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Goods and/or Services;
- (c) verify the Open Book Data;
- (d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;

- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Framework Guarantor and/or the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Goods and/or Services;
- (g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
- (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 Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Goods and/or Services and to verify that these reflect the Supplier's own internal reports and records;
- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) review the Supplier's compliance with the Standards;
- (q) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (r) review the integrity, confidentiality and security of the Customer Data.

21.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Goods and/or Services save insofar as the Supplier accepts and acknowledges that control

over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

21.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

21.4.1 all reasonable information requested by the Customer within the scope of the audit;

21.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Goods and/or Services; and

21.4.3 access to the Supplier Personnel.

21.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 21, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

22. CHANGE

22.1 Variation Procedure

22.1.1 Subject to the provisions of this Clause 22 and of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

22.1.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

22.1.3 Where the Customer has so specified on receipt of a Variation Form from the Supplier, the Supplier shall carry out an impact assessment of the Variation on the Goods and/or Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:

(a) details of the impact of the proposed Variation on the Goods and/or Services and the Supplier's ability to meet its other obligations under this Call Off 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 Call Off Contract Charges, 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

(e) such other information as the Customer may reasonably request in (or in response to) the Variation request.

22.1.4 The Parties may agree to adjust the time limits specified in the Variation Form to allow for the preparation of the Impact Assessment.

22.1.5 Subject to 22.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Customer having regard to the nature of the Goods and/or Services and the proposed Variation.

22.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Customer may:

- (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
- (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the provision of the Goods and/or Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to provide the Goods and/or Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

22.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Goods and/or Services is reasonably foreseeable at the Call Off Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
 - (i) whether any Variation is required to the provision of the Goods and/or Services, the Call Off Contract Charges or this Call Off Contract; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Performance Measures; and
- (b) provide to the Customer with evidence:

- (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
- (ii) as to how the Specific Change in Law has affected the cost of providing the Goods and/or Services; and
- (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 18 (Continuous Improvement), has been taken into account in amending the Call Off Contract Charges.

22.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

23. CALL OFF CONTRACT CHARGES AND PAYMENT

23.1 Call Off Contract Charges

- 23.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Goods and/or Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
- 23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing), 21 (Records, Audit Access and Open Book Data), 34.6 (Freedom of Information) and 34.7 (Protection of Personal Data).
- 23.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 23.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Goods and/or Services which are provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Goods and/or Services under this Call Off Contract by the same amount.

23.2 VAT

- 23.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.
- 23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether

before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under Clause 23.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

23.3 Retention and Set Off

- 23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract or under any other agreement between the Supplier and the Customer.
- 23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Call Off Contract Charges.
- 23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

23.4 Foreign Currency

- 23.4.1 Any requirement of Law to account for the Goods and/or Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.
- 23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4.1 by the Supplier.

23.5 Income Tax and National Insurance Contributions

- 23.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:
 - (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
 - (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by the Supplier or any Supplier Personnel.
- 23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) who receives consideration relating to the Goods and/or Services, then, in addition to its obligations under Clause 23.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:
 - (a) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provides information which

demonstrates how the Worker complies with the requirements of Clause 23.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;

- (b) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5.1 or confirms that the Worker is not complying with those requirements; and
- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

24. PROMOTING TAX COMPLIANCE

24.1 This Clause 24 shall apply if the Call Off Contract Charges payable under this Call Off Contract exceed or are likely to exceed five (5) million pounds during the Call Off Contract Period.

24.2 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

24.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

25. BENCHMARKING

25.1 Notwithstanding the Supplier's obligations under Clause 18 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Goods and/or Services, against other suppliers providing goods and/or services substantially the same as the Goods and/or Services during the Call Off Contract Period.

25.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 25.1 above.

- 25.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Goods and/or Services to the Authority and any Contracting Authority (subject to the Contracting Authority entering into reasonable confidentiality undertakings).
- 25.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.
- 25.5 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Goods and/or Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.
- 25.6 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Goods and/or Services, facilitate their delivery to any other Contracting Authority and/or any alterations or variations to the Charges or the provision of the Goods and/or Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

26. KEY PERSONNEL

- 26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.
- 26.2 The Call Off Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call Off Commencement Date.
- 26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.
- 26.4 The Customer 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 Personnel.
- 26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 9 (Exit Management) unless:
- 26.5.1 requested to do so by the Customer;
 - 26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 26.5.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or
 - 26.5.4 the Supplier obtains the Customer’s prior written consent (such consent not to be unreasonably withheld or delayed).
- 26.6 The Supplier shall:
- 26.6.1 notify the Customer promptly of the absence of any Key Personnel (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);

- 26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;
- 26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Goods and/or Services; and
- 26.6.5 ensure that any replacement for a Key Role:
 - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
 - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.

26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

27. SUPPLIER PERSONNEL

27.1 Supplier Personnel

27.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Goods and/or Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
 - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule 7 (Security);

- (c) subject to Call Off Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

27.2 Relevant Convictions

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Goods and/or Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Goods and/or Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Goods and/or Services any person who has a Relevant Conviction or an inappropriate record.

28. STAFF TRANSFER

28.1 This Clause 28 and Call Off Schedule 10 (Staff Transfer) shall apply to Lot 4 under this Call Off Contract.

28.2 The Parties agree that :

28.2.1 the commencement of the provision of the Services does not result in a Relevant Transfer. In the circumstances, Part C of Call Off Schedule 10 (Staff Transfer) shall apply;; and

28.2.2 Part D of Call Off Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

28.3 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

29. SUPPLY CHAIN RIGHTS AND PROTECTION

29.1 Appointment of Sub-Contractors

29.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
- (b) comply with its obligations under this Call Off Contract in the Delivery of the Goods and/or Services; and
- (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.

29.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope of any Goods and/or Services to be provided by the proposed Sub-Contractor; and
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Customer.

29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
 - (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - (c) the proposed Sub-Contractor employs unfit persons,
- in which case, the Supplier shall not proceed with the proposed appointment.

29.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors).

the Supplier may proceed with the proposed appointment.

29.2 Appointment of Key Sub-Contractors

29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Goods and/or Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
- (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
- (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.7 (Protection of Personal Data);
 - (ii) FOIA requirements set out in Clause 34.6 (Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(n) (Provision of Goods and/or Services);
 - (iv) 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;
 - (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Call Off Contract;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Goods and/or Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- (h) a provision, where a provision in Call Off Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a Valid Invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and

that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above; and
- (d) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.4 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

29.4 Termination of Sub-Contracts

29.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Goods and/or Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

- (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

29.5 Competitive Terms

29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Goods and/or Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
- (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.

29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Goods and/or Services; and
- (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

29.6 Retention of Legal Obligations

29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 28 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

30. CUSTOMER PREMISES

30.1 Licence to occupy Customer Premises

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

termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule 9 (Exit Management).

- 30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.
- 30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

30.2 Security of Customer Premises

- 30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.
- 30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

31. CUSTOMER PROPERTY

- 31.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.
- 31.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.
- 31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall,

at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.

- 31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.
- 31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.
- 31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Goods and/or Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

32. SUPPLIER EQUIPMENT

- 32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Call Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Goods and/or Services.
- 32.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.
- 32.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise, on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 32.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
- 32.5 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Goods and/or Services in accordance with this Call Off Contract, including the Service Level Performance Measures.
- 32.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.
- 32.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 32.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and

32.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

32.8 For the purposes of this Clause 32.8, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 32.8 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where Supplier Equipment or any component part of Supplier Equipment is out of service for 5 Working Days ("Equipment Failure"), and such Equipment Failure causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting commercially reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

MAINTENANCE OF THE ICT ENVIRONMENT

32.9 If specified by the Customer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**").

32.10 The Supplier shall provide to the Customer a draft Maintenance Schedule for Approval within such period of time and in accordance with any other instructions of the Customer as specified in the Call Off Order Form.

32.11 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

32.12 The Supplier shall give as much notice as is reasonably practicable to the Customer prior to carrying out any Emergency Maintenance.

32.13 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Goods and/or Services.

H. INTELLECTUAL PROPERTY AND INFORMATION

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Allocation of title to IPR

33.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) the Supplier Background IPR;
 - (ii) the Third Party IPR; and
 - (iii) the Project Specific IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:

- (i) Customer Background IPR; and
- (ii) Customer Data.

33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 33.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

33.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

33.2 Licence granted by the Supplier: Project Specific IPR

33.2.1 The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use the Project Specific IPR including but not limited to the right to copy, adapt, publish and distribute such Project Specific IPR.

33.3 Licence granted by the Supplier: Supplier Background IPR

33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

33.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 33.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 33.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 33.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) Months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

33.4 Customer's right to sub-license

- 33.4.1 The Customer shall be freely entitled to sub-license the rights granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).
- 33.4.2 The Customer may sub-license:
- (a) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-license is on terms no broader than those granted to the Customer; and
 - (ii) the sub-license only authorises the third party to use the rights licensed in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Goods and/or Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
 - (b) the rights granted under Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-license is on terms no broader than those granted to the Customer.

33.5 Customer's right to assign/novate licences

- 33.5.1 The Customer shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 33.2 (Licence granted by the Supplier: Project Specific IPR).
- 33.5.2 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to:
- (a) a Central Government Body; or
 - (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.
- 33.5.3 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR).
- 33.5.4 If a licence granted in Clause 33.2 (Licence granted by the Supplier: Project Specific IPR) and/or Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 33.5.1 and/or 33.5.2 or there is a change of the Customer's status pursuant to Clause 33.5.3 (both such bodies being referred to as the "**Transferee**"),

the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

33.6 Third Party IPR

33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:

- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and
- (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party.

33.7 Licence granted by the Customer

33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Goods and/or Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 34.4 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

33.8 Termination of licenses

33.8.1 Subject to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause 33.6 (Third Party IPR) and 33.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

33.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

33.8.3 The licence granted pursuant to Clause 33.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 33.7 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

33.9 IPR Indemnity

- 33.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
 - (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Goods and/or Services;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Goods and/or Services.
- 33.9.3 If the Supplier elects to procure a licence in accordance with Clause 33.9.2(a) or to modify or replace an item pursuant to Clause 33.9.2(b), but this has not avoided or resolved the IPR Claim, then:
 - (i) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
 - (ii) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

34. SECURITY AND PROTECTION OF INFORMATION

34.1 Security Requirements

- 34.1.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 7 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 34.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Goods and/or Services, it may propose a Variation to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Call Off Contract Charges shall then be subject to the Variation Procedure.
- 34.1.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Goods and/or Services in accordance with its existing obligations.

34.2 Malicious Software

- 34.2.1 The Supplier shall, as an enduring obligation throughout the Call Off Contract Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).
- 34.2.2 Notwithstanding Clause 34.2.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the provision of the Goods and/or Services to its desired operating efficiency.
- 34.2.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 34.2.2 shall be borne by the Parties as follows:
 - (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Customer has waived the obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Customer when provided to the Supplier; and
 - (b) by the Customer if the Malicious Software originates from the Customer Software (in respect of which the Customer has waived its obligation set out in Clause 34.2.1) or the Customer Data (whilst the Customer Data was under the control of the Customer).

34.3 Protection of Customer Data

- 34.3.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 34.3.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.
- 34.3.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.
- 34.3.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 34.3.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 34.3.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data (and data about Customer data), including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 34.3.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 34.3.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Customer may:
 - (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
 - (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule 8 (Business Continuity and Disaster Recovery) or as otherwise required by the Customer.

34.4 Confidentiality

- 34.4.1 For the purposes of Clause 34.4 the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 34.4.2 Except to the extent set out in Clause 34.4 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:

- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
- (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

34.4.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 34.6 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
 - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Goods and/or Services provided under this Call Off Contract; or
 - (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

34.4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

34.4.5 Subject to Clauses 34.4.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Goods and/or Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Contract; and

- (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

34.4.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

34.4.7 The Customer may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 34.4.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 34.4.

34.4.8 Nothing in Clause 34.4 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34.4.9 In the event that the Supplier fails to comply with Clauses 34.4.2 to 34.4.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

34.5 Transparency

34.5.1 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The

Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

34.5.2 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.

34.5.3 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

34.6 Freedom of Information

34.6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

34.6.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

34.7 Protection of Personal Data

34.7.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.

34.7.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Customer to perform its obligations under this Call Off Contract;

- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in Clauses 34.1 (Security Requirements) and 34.3 (Protection of Customer Data);
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Goods and/or Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Call Off Contract)
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under Clause 34.7.2 and Clauses 34.1 (Security Requirements), 34.3(Protection of Customer Data) and 34.4 (Confidentiality);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA);
- (e) notify the Customer within five (5) Working Days if it receives:
 - (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Customer's obligations under the DPA;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (f) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made (as referred to at Clause 34.7.2(e)), including by promptly providing:
 - (i) the Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and

- (iii) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Customer, provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 34.7.2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

34.7.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together “**Restricted Countries**”). If, after the Call Off Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a Variation to the Customer which, if it is agreed by the Customer, shall be dealt with in accordance with the Variation Procedure and Clauses 34.7.3(b) to 34.7.3(c);
- (b) the Supplier shall set out in its proposal to the Customer for a Variation details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
 - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed; and
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries;
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with the DPA;
- (c) in providing and evaluating the Variation, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Call Off Contract or a separate data processing agreement between the Parties; and

- (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Sub-Contractor relating to the relevant Personal Data transfer, and
- (iii) in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

34.7.4 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the DPA and shall not perform its obligations under this Call Off Contract in such a way as to cause the Customer to breach any of the Customer's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

35. PUBLICITY AND BRANDING

35.1 The Supplier shall not:

- 35.1.1 make any press announcements or publicise this Call Off Contract in any way; or
- 35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,
- 35.1.3 without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

35.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Goods and/or Services, Equipment, the Supplier System and the Customer System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

36. LIABILITY

36.1 Unlimited Liability

36.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;

- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law.

36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in 33.9 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

36.2 Financial Limits

36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

- (a) in respect of all:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure;incurred in any rolling period of 12 Months shall be subject in aggregate to the Service Credit Cap;
- (b) In respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (i) in the case of loss, damage, destruction or disclosure of a Container, an amount of £2.00 for each Container;
 - (ii) in the case of loss, damage, destruction or disclosure of an Individual Item (which is not stored within a Container), an amount of £2.00 for each Individual Item;
 - (iii) in the case of delay and/or incorrect delivery of an Item, the refund of the Service Charge;
 - (iv) in the case of any other error or omission (including negligence), an amount of £1.00 for each Item.

In any event, liability will not, in any circumstances, exceed £20,000 per event or series of connected events, and total liability whether under a warranty, under statute, breach of contract, breach of representation, pursuant to an indemnity, tort including negligence, or otherwise is limited to £50,000 (Fifty thousand pounds) in the aggregate per Call Off Contract Year calculated from the Call Off Commencement Date.

Supplier will not be liable for:

- (i) Customer's failure to comply with any legal obligation it may have to preserve or maintain any Material whether or not the loss or damage to or failure to preserve or maintain the Material was Supplier's fault; and/or
- (ii) any fault, failure, loss, damage or other issue relating to the Customer's systems (including data input systems and/or other systems), whether such issue arises from the Supplier's use of the Customer's systems or not.

For the purposes of this clause the following definitions shall apply:

“Container” shall mean each container of Material which Supplier packs, collects, stores, or delivers to the Customer pursuant to the provision of the Services;

“Individual Item” shall mean each individual item of Material which Supplier packs, collects, stores or delivers to the Customer pursuant to the provision of the Services;

“Item” shall mean each Container and/or Individual Item;

“Material” shall mean all and any information storage media (including, but not limited to, documents, files, paper records, magnetic tapes, rigid and floppy disks, film, microfilm, microfiche, audio and visual cassettes) together with all related lists, catalogues and indexes, packaging, boxes and other containers, which are Customer’s property.

36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;
- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

36.3 Non-recoverable Losses

36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

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

36.4 Recoverable Losses

36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;

- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Goods and/or Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Goods and/or Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

36.5 Miscellaneous

- 36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.
- 36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).
- 36.5.3 Subject to any rights of the Customer under this Call Off Contract (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Call Off Contract shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

37. **INSURANCE**

- 37.1 This Clause 37 will only apply where specified in the Call Off Order Form or elsewhere in this Call Off Contract.
- 37.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.
- 37.3 Without limitation to the generality of Clause 37.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 37 for six (6) years after the Call Off Expiry Date.
- 37.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 37 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 37.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 37 the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 37.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.

37.8 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 Customer (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.

J. REMEDIES AND RELIEF

38. CUSTOMER REMEDIES FOR DEFAULT

38.1 Remedies

38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 13.6 (Service Levels and Service Credits) and 6.4.1(b) (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Goods and/or Services comply with this Call Off Contract;
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Call Off Contract (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Goods and/or Services;
 - (iii) without terminating or suspending the whole of this Call Off Contract, terminate or suspend this Call Off Contract in respect of part of the provision of the Goods and/or Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or

procure a third party to supply (in whole or in part) such part of the Good and/or Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Goods and/or Replacement Goods and/or Services.

38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a root cause analysis;
 - (ii) the actual or anticipated effect of the Default; and
 - (iii) 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).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the

revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

39.1 If the Supplier has failed to:

39.1.1 Achieve a Milestone by its Milestone Date;

39.1.2 provide the Goods and/or Services in accordance with the Service Levels;

39.1.3 comply with its obligations under this Call Off Contract,

(each a "Supplier Non-Performance"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

(a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;

(b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);

(c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:

(i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;

(ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;

(iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or

(d) where the Supplier Non-Performance constitutes a Service Level Failure:

(i) the Supplier shall not be liable to accrue Service Credits;

(ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure); and

(iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Goods and/or Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and

39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a “Relief Notice”) setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier’s ability to meet its obligations under this Call Off Contract; and
- (c) the relief claimed by the Supplier.

39.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier’s assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

39.4 Without prejudice to Clauses 8.7 (Continuing obligation to provide the Goods and/or Services) and 9.11 (Continuing obligation to provide the Goods), if a Dispute arises as to:

39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

39.4.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

39.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to Clause 39 shall be implemented in accordance with the Variation Procedure.

40. FORCE MAJEURE

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

- 40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:
- 40.3.1 are capable of being mitigated by any of the provision of any Goods and/or Services, including any BCDR Goods and/or Services, but the Supplier has failed to do so; and/or
 - 40.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Goods and/or Services, operating to the standards required by this Call Off Contract.
- 40.4 Subject to Clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Goods and/or Services affected by the Force Majeure Event.
- 40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 40.6 Where, as a result of a Force Majeure Event:
- 40.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:
 - (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Goods and/or Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
 - (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;
 - 40.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:
 - (a) the Customer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 6.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (iii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
 - (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Goods and/or Services (or part of the Goods

and/or Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.

40.8 Relief from liability for the Affected Party under Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract and shall not be dependent on the serving of notice under Clause 40.7.

K. TERMINATION AND EXIT MANAGEMENT

41. CUSTOMER TERMINATION RIGHTS

41.1 Termination in Relation to Call Off Guarantee

41.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

41.2 Termination on Material Default

41.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);

- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Goods and/or Services), 9.4.2 and 9.6.1 (Goods), 10.3 (Installation Works), 14.1 (Critical Service Level Failure), 16.4 (Disruption), 21.5 (Records, Audit Access and Open Book Data), 24.3(Promoting Tax Compliance), 34.4.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Goods and/or Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Goods and/or Services under this Call Off Contract.

41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Call Off Contract under Clause 41.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or

(b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

41.6 Termination for breach of Regulations

41.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

41.7 Termination Without Cause

41.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving at least thirty (30) Working Days written notice (unless stated differently in the Call Off Order Form).

41.8 Termination in Relation to Framework Agreement

41.8.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

41.9 Termination in Relation to Benchmarking

41.9.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

41.10 Termination in Relation to Variation

41.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

42. SUPPLIER TERMINATION RIGHTS

42.1 Termination on Customer Cause for Failure to Pay

42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds an amount equal to one month's average Call Off Contract Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay; and
- (b) the correct overdue and undisputed sum; and
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay; and

this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause 23.3 (Retention and Set off).

- 42.1.2 The Supplier shall not suspend the supply of the Goods and/or Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

43. TERMINATION BY EITHER PARTY

43.1 Termination for continuing Force Majeure Event

- 43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Call Off Contract in accordance with Clause 40.6.1(a) (Force Majeure).

44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

44.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

44.2 Any suspension of this Call Off Contract under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

44.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Goods and/or Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:

- 44.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Goods and/or Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and

- 44.3.2 reject the Variation.

45. CONSEQUENCES OF EXPIRY OR TERMINATION

45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Variation)

45.1.1 Where the Customer:

- (a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 45.1; and

- (b) then makes other arrangements for the supply of the Goods and/or Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay)

45.2.1 Where the Customer terminates (in whole or in part) this Call Off Contract under Clause 41.7 (Termination without Cause) the Customer shall:

- (a) in respect of the Goods that are no longer required by the Customer the customer shall pay to the Supplier upon termination:
 - (i) all arrears of Charges; and
 - (ii) the sum of all the Charges that would (but for the termination) have been due during the remainder of the Term each discounted at a rate of at least 10% in respect of the period between the date of actual payment and the date when the Charges would have become due.
- (b) in respect of the Services that are no longer required by the Customer, indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.2 Where the Supplier terminates this Call Off Contract pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay) the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier.

45.2.3 The Customer shall not be liable under Clause 45.2.1 or 45.2.2 to pay any sum which:

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under this Call Off Contract, exceeds the total sum that would have been payable to the Supplier if this Call Off Contract had not been terminated.

45.2.4 The Supplier shall be expected to provide flexibility in the management of Contracting Authorities' fleet and shall not charge a settlement fee to Contracting Authorities where the Goods are redundant due to re-organisation, merger or closure and all reasonable efforts have been made to re-site the Goods within Contracting Authorities organisation.

45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Call Off Contract for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

45.4 Consequences of Termination for Any Reason

45.4.1 Save as otherwise expressly provided in this Call Off Contract:

(a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

(b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.4 (Confidentiality), 34.6 (Freedom of Information) 34.7 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 9 (Exit Management), Call Off Schedule 10 (Staff Transfer), Call Off Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

45.5 Exit management

45.5.1 The Parties shall comply with the exit management provisions set out in Call Off Schedule 9 (Exit Management).

L. MISCELLANEOUS AND GOVERNING LAW

46. COMPLIANCE

46.1 Health and Safety

46.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Goods and/or Services) in accordance with:

(a) all applicable Law regarding health and safety; and

- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.
- 46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Call Off Contract
- 46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.
- 46.2 Equality and Diversity
 - 46.2.1 The Supplier shall:
 - (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Goods and/or Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
 - (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 46.3 Official Secrets Act and Finance Act
 - 46.3.1 The Supplier shall comply with the provisions of:
 - (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.
- 46.4 Environmental Requirements
 - 46.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.
 - 46.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

47. ASSIGNMENT AND NOVATION

- 47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.
- 47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:
 - 47.2.1 any other Contracting Authority; or

47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

47.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.

47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.

47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 47.2.3 (the "Transferee" in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

48. WAIVER AND CUMULATIVE REMEDIES

48.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 55 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

48.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

49. RELATIONSHIP OF THE PARTIES

49.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

50. PREVENTION OF FRAUD AND BRIBERY

50.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:

50.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

50.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 50.2 The Supplier shall not during the Call Off Contract Period:
- 50.2.1 commit a Prohibited Act; and/or
 - 50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 50.3 The Supplier shall during the Call Off Contract Period:
- 50.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;
 - 50.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Goods and/or Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:
- 50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 50.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.
- 50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).
- 50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:
- 50.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
 - 50.6.2 immediately terminate this Call Off Contract for material Default.

50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

51. SEVERANCE

51.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.

51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to Clause 51.

52. FURTHER ASSURANCES

52.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

53. ENTIRE AGREEMENT

53.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

53.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.

53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

54. THIRD PARTY RIGHTS

54.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Call Off Schedule 10 (Staff Transfer) and the provisions of paragraph 9.9 of Call Off Schedule 9 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

54.2 Subject to Clause 54.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA to enforce any term of this Call Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

54.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

55. NOTICES

55.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".

55.2 Subject to Clause 55.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

55.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 55.2:

55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights)),

55.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 48 (Waiver and Cumulative Remedies))
- (c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

56. DISPUTE RESOLUTION

56.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.

56.2 The Supplier shall continue to provide the Goods and/or Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

57. GOVERNING LAW AND JURISDICTION

57.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

57.2 Subject to Clause 56 (Dispute Resolution) and Call Off Schedule 11 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

"Achieve"	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
"Additional Clauses"	means the additional Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Affiliates"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Alternative Clauses"	means the alternative Clauses in Call Off Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: <ol style="list-style-type: none">a Central Government Body;any third party providing goods and/or services to a Central Government Body; and/orany body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;
"Auditor"	means: <ol style="list-style-type: none">the Customer's internal and external auditors;the Customer's statutory or regulatory auditors;the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;

	<ul style="list-style-type: none"> d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Customer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	has the meaning given to it in Framework Schedule 1 (Definitions);
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"BCDR Goods and/or Services"	means the Business Continuity Goods and/or Services and Disaster Recovery Goods and/or Services;
"BCDR Plan"	means the plan prepared pursuant to paragraph 2 of Call Off Agreement Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;
"Business Continuity Goods and/or Services"	has the meaning given to it in paragraph 12.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means: <ul style="list-style-type: none"> (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;
"Call Off Extension Period"	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off

Order Form;

"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 7 (Call Off Guarantee);
"Call Off Guarantor"	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure and set out at Call Off Schedule 15 (Call Off Tender);
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"Central Government Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off Contract which comes into force after the Call Off Commencement Date;
"Change of Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Charges"	means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
"Charging Structure"	means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Commercially Sensitive Information"	means the Confidential Information listed in the Call Off 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 Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply"	means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
"Compensation for Critical Service Level Failure"	has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);
"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
"Continuous Improvement Plan"	means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
"Contracting Authority"	means the Authority, the Customer and any other bodies listed in the OJEU Notice;
"Control"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Controller"	has the meaning given to it in the General Data Protection Regulation
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; ii) employer's national insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools

reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and

- ix) reasonable recruitment costs, as agreed with the Customer;
- b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and 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 Customer 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;
- 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 Goods and/or Services;
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Goods and/or Services where the Call Off Contract Charges for those Goods and/or Services are to be calculated on a Fixed Price or Firm Price pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- a) Overhead;
- b) financing or similar costs;
- c) maintenance and support costs to the extent that these relate to maintenance and/or support Goods and/or Services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;
- d) taxation;
- e) fines and penalties;
- f) amounts payable under Clause 25 (Benchmarking); and
- g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

“COTS Licence Terms”

means the terms that shall apply to all elements of COTS Software;

“COTS Software”

means software identified as such in paragraph 4.6 of the Call Off Order Form;

"Critical Service Level Failure"	means any instance of critical service level failure specified in the Call Off Order Form;
"Crown"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Crown Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"CRTPA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Customer"	means the customer(s) identified in the Call Off Order Form;
"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services;
"Customer Background IPR"	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract; d) but excluding IPRs owned by the Customer subsisting in the Customer Software;
"Customer Cause"	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;
"Customer Data"	means: <ul style="list-style-type: none"> a) 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 Customer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Customer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or b) any Personal Data for which the Customer is the

Data Controller;

"Customer Premises"	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);
"Customer Property"	means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;
"Customer Software"	means any software identified as such in the Call Off Order Form together with all other software which is not identified as such in the Call Off Order Form but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Goods and/or Services;
"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;
"Customer's Confidential Information"	means: <ul style="list-style-type: none">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 Customer (including all Customer Background IPR and Project Specific IPR);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 Customer's attention or into the Customer's possession in connection with this Call Off Contract; andc) information derived from any of the above;
"Data Controller"	has the meaning given to it in Framework Schedule 1 (Definitions);

"Data Loss Event"	has the meaning given to it in the General Data Protection Regulation
"Data Processor"	has the meaning given to it in Framework Schedule 1 (Definitions);
"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" or "DPA"	<p>(i) the GDPR, the LED and any applicable national implementing laws as amended from time to time</p> <p>(ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy</p> <p>(iii) all applicable law about the processing of personal data and privacy;</p>
"Data Protection Officer"	has the meaning given to it in the General Data Protection Regulation
"Data Subject"	has the meaning given to it in Framework Schedule 1 (Definitions) and the General Data Protection Regulation;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;
"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Defect"	<p>means any of the following:</p> <ul style="list-style-type: none"> a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any

Test required under this Call Off Contract; or

- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract;

"Delay"

means:

- a) a delay in the Achievement of a Milestone by its Milestone Date; or
- b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

"Delay Payments"

means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Delay Period Limit"

shall be the number of days specified in Call Off Schedule 4 (Implementation Plan) for the purposes of Clause 6.4.1(b)(ii);

"Deliverable"

means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;

"Delivery"

means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Disaster"

means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the **"Disaster Period"**);

"Disaster Recovery Goods and/or Services"

means the Goods and/or Services embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);

"Disclosing Party"

has the meaning given to it in Clause 34.4.1 (Confidentiality);

"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"	means all documentation as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and/or Services; c) is required by the Supplier in order to provide the Goods and/or Services; and/or d) has been or shall be generated for the purpose of providing the Goods and/or Services;
"DOTAS"	has the meaning given to it in Framework Schedule 1 (Definitions);
"DPA 2018"	Data Protection Act 2018
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;
"Emergency Maintenance"	means ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> a) the Customer reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or b) the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;
"Employee"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for

Liabilities"

personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- f) claims whether in tort, contract or statute or otherwise;
- g) any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employment Regulations"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

"Environmental Policy"

means 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 Customer;

"Environmental Information Regulations or EIRs"

has the meaning given to it in Framework Schedule 1 (Definitions);

**"Estimated Year 1
Call Off Contract
Charges"**

means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;

"Euro Compliant"

means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

- a) be able to perform all such functions in any number of currencies and/or in Euros;
- b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;
- c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;
- d) incorporate protocols for dealing with rounding and currency conversion;
- e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Exit Plan"

means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);

**"Expedited Dispute
Timetable"**

means the timetable set out in paragraph 5 of Call Off Schedule 11 (Dispute Resolution Procedure);

"FOIA"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Force Majeure"

means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer 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 this Call Off Contract;

- b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
- c) acts of the Crown, local government or Regulatory Bodies;
- d) fire, flood or any disaster; and
- e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and
 - 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
 - iii) any failure of delay caused by a lack of funds;

"Force Majeure Notice"

means 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;

"Former Supplier"

means a supplier supplying the goods and/or services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

"Framework Agreement"

means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;

"Framework Commencement Date"

means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);

"Framework Period"

means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;

"Framework Price(s)"

means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);

"Framework Schedule"

means a schedule to the Framework Agreement;

"Fraud"

has the meaning given to it in Framework Schedule 1

	(Definitions);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means 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;
"Good Industry Practice"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Goods"	means the goods to be provided by the Supplier to the Customer as specified in Annex 2 of Call Off Schedule 2 (Goods and and/or Services);
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Government Procurement Card"	means the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);
"ICT Environment"	means the Customer System and the Supplier System;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement 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"	has the meaning given to it in Clause 22.1.3 (Variation Procedure);
"Implementation Plan"	means the plan set out in the Call Off Schedule 4 (Implementation Plan);
"Information"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Installation Works"	means all works which the Supplier is to carry out at the beginning of the Call Off Contract Period to install the Goods in accordance with the Call Off Order Form;

"Insolvency Event"

means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):

- a) 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
- b) 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
- c) 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
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e) an application order 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
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) 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
- h) where the Supplier or Framework Guarantor or Call Off Guarantor 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
- i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Intellectual Property Rights" or "IPR"

means

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential

Information;

- 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
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

"IPR Claim"

means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;

"Key Performance Indicators" or "KPIs"

means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);

"Key Personnel"

means the individuals (if any) identified as such in the Call Off Order Form;

"Key Role(s) "

has the meaning given to it in Clause 26.1 (Key Personnel);

"Key Sub-Contract"

means each Sub-Contract with a Key Sub-Contractor;

"Key Sub-Contractor"

means any Sub-Contractor:

- a) listed in Framework Schedule 7 (Key Sub-Contractors);
- b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; and/or
- 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 Call Off Contract Charges forecast to be payable under this Call Off Contract;

"Know-How"

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;

"Law"

means 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 Supplier is bound to comply;

"LED"	means Law Enforcement Directive (Directive (EU) 2016/680)
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Maintenance Schedule"	has the meaning given to it in Clause 32.9 (Maintenance of the ICT Environment);
"Maintenance Services"	means the maintenance services set out in Schedule 2 of the Framework Agreement and more particularly described at 9.13.3;
"Malicious Software"	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel properly working on the provision of the Goods and/or Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Month"	means a calendar month and "Monthly" shall be

interpreted accordingly;

"New Release"

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

"Occasion of Tax Non-Compliance"

means:

- 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:
 - 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;
 - 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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- b) 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 Call Off Commencement Date or to a civil penalty for fraud or evasion;

"Open Book Data "

means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:

- 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 hardware, software, goods and/or services;
- b) operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:
 - i) the unit costs and quantity of Goods and any other consumables and bought-in goods and services;

- ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
- iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
- iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;
- e) the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;
- 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;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period.

"Open Source Software"

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

"Operating Environment"

means the Customer System and the Sites;

"Order"

means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

"Other Supplier"

means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

"Over-Delivered Goods"

has the meaning given to it in Clause 9.5.1 (Over-Delivered Goods);

"Overhead"

means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor'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 Personnel and accordingly included within limb (a) of the definition of "Costs";

"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and "Parties" shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in paragraph 1.1.2 in Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Performance Monitoring Reports"	has the meaning given to it in paragraph 3.1 of Part B of Schedule 6 (Service Level, Service Credit and Performance Monitoring);
"Personal Data"	has the meaning given to it in Framework Schedule 1 (Definitions) and the General Data Protection Regulation;
"Personal Data Breach"	has the meaning given to it in the General Data Protection Regulation
"Permitted Maintenance"	has the meaning given to it in Clause 32.11 (Maintenance of the ICT Environment);
"PQQ Response"	means, where the Framework Agreement has been awarded under the Restricted Procedure, the response submitted by the Supplier to the Pre-Qualification Questionnaire issued by the Authority, and the expressions "Restricted Procedure" and "Pre-Qualification Questionnaire" shall have the meaning given to them in the Regulations;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Processor"	has the meaning given to it in the General Data Protection Regulation
"Prohibited Act"	means any of the following: <ol style="list-style-type: none">a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority or any other public body a financial or other

advantage to:

- i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- 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 this Agreement;
- c) committing any offence:
- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or
 - iv) 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;

"Project Specific IPR"

means:

- a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- b) IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;

but shall not include the Supplier Background IPR or the Specially Written Software;

"Protective Measures"

means 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 such measures adopted by it;

"Quality Plans"

shall have the meaning given in Clause 11.2 (Standards and Quality);

"Recipient"

has the meaning given to it in Clause 34.4.1 (Confidentiality);

"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process;
"Rectification Plan Process"	means the process set out in Clause 38.2 (Rectification Plan Process);
"Registers"	has the meaning given to in Call Off Schedule 9 (Exit Management);
"Regulations"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Reimbursable Expenses"	has the meaning given to it in Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Related Supplier"	means any person who provides goods and/or services to the Customer which are related to the Goods and/or Services from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Goods and/or Services to be provided or as specified in the Call Off Order Form;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
"Replacement Goods"	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"	means any services which are substantially similar to any of the Goods and/or Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is

	providing Replacement Goods and/or Services for its own account, shall also include the Customer;
"Request for Information"	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"Restricted Countries"	has the meaning given to it in Clause 34.7.3 (Protection of Personal Data);
"Satisfaction Certificate"	means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph 4 of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 4 of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"	means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	the current HMG Security Policy Framework that can be found at https://www.gov.uk/government/publications/security-policy-framework ;
"Service Credit Cap"	has the meaning given to it in the Call Off Order Form;
"Service Credits"	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Failure"	means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
"Service Level Performance Criteria"	has the meaning given to it in paragraph 3.2 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Performance Measure"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

"Service Level Threshold"	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Levels"	means any service levels applicable to the provision of the Goods and/or Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Period"	has the meaning given to in paragraph 4.1 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Transfer"	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Services"	means the services to be provided by the Supplier to the Customer as referred to in Annex A of Call Off Schedule 2 (Goods and Services);
"Sites"	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Goods and/or Services are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services; or c) where: any part of the Supplier System is situated; or d) any physical interface with the Customer System takes place;
"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	has the meaning given to it in Clause 33.2.1(b) (Licences granted by the Supplier: Specially Written Software and Project Specific IPR);
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written"	means any software (including database software, linking instructions, test scripts, compilation instructions and test

Software"	instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
"Staffing Information"	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);
"Standards"	means any: <ul style="list-style-type: none"> 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 Framework Schedule 2 (Goods and/or Services and Key Performance Indicators); c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time.
"Statement of Requirements"	means a statement issued by the Customer detailing its requirements in respect of Goods and/or Services, issued in accordance with the Call Off Procedure;
"Sub-Contract"	means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Goods and/or Services (or any part of them); b) provides facilities or Goods and/or Services necessary for the provision of the Goods and/or Services (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);
"Sub-Contractor"	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

"Sub-Processor"	any third party appointed to process personal data on behalf of the Contractor related to this Contract;
"Supplier"	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;
"Supplier Assets"	means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Call Off Contract but excluding the Customer Assets;
"Supplier Background IPR"	means <ul style="list-style-type: none"> a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract, c) but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Equipment"	means 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 Customer) in the performance of its obligations under this Call Off Contract; <p>or means the definition as set out in Framework Schedule 2 (Part A: Goods and Services), as applicable;</p>
"Supplier Non-Performance"	has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
"Supplier Profit"	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
"Supplier Profit Margin"	means, 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 Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier named in the Call Off Order Form;
"Supplier Software"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Goods and/or Services;
"Supplier System"	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
"Supplier's Confidential Information"	means <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background 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 this Call Off Contract; c) information derived from any of the above.
"Template Call Off Order Form"	means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Template Call Off Terms"	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 21;
"Termination Notice"	means 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 this Call Off Contract on a specified date and setting out

	the grounds for termination;
"Test Issue"	means any variance or non-conformity of the Goods and/or Services or Deliverables from their requirements as set out in the Call Off Contract;
"Test Plan"	means a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones, as described further in paragraph 6 of Call of Schedule 5 (Testing);
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule 5 (Testing);
"Tests and Testing"	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Software"	means any software identified as such in the Call Off Order Form together with all other software which is not listed in the Call Off Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Goods and/or Services);
"Transferring Customer Employees"	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transparency Principles"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Transparency Reports"	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Schedule 13;
"Undelivered Goods"	has the meaning given to it in Clause 9.4.1 (Goods);
"Undelivered Goods and/or Services"	has the meaning given to it in Clause 8.4.1 (Goods and/or Services);

"Undisputed Sums Time Period"	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
"Update"	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrade"	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call Off Contract Period;
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 8 (Invoicing Procedure) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 22.1 (Variation Procedure);
"Variation Form"	means the form set out in Call Off Schedule 12 (Variation Form);
"Variation Procedure"	means the procedure set out in Clause 22.1 (Variation Procedure);
"VAT"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Warranty Period"	means, in relation to any Goods, the warranty period specified in the Call Off Order Form;
"Worker"	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees applies in respect of the Goods and/or Services.
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Call Off Contract.

CALL OFF SCHEDULE 2: GOODS AND/OR SERVICES

1. INTRODUCTION

1.1 This Call Off Schedule 2 specifies the:

1.1.1 Services to be provided under this Call Off Contract, in Annex 1; and

1.1.2 Goods to be provided under this Call Off Contract, in Annex 2.

ANNEX 1: the Services

RM3781 FRAMEWORK SPECIFICATION OF REQUIREMENTS - SERVICE LINES AVAILABLE UNDER LOT4		CONTRACTING AUTHORITY'S SPECIFIC REQUIREMENTS (in addition to and/or in replacement of) THE FRAMEWORK SERVICE AS STATED WITHIN COLUMN B-H	AWARD QUESTIONS - questions to the supplier specific to your further competition requirement
1	INTRODUCTION		
1.1	Crown Commercial Service (CCS) (the "Authority") is seeking to establish a Framework Agreement for the provision of a Records Information Management Service for all UK Central Government Departments and the Wider Public Sector Organisations ("Contracting Authorities").		
1.2	A list of Contracting Authorities obligated to adhere to the Public Records Act 1958 or The National Archives guidance when transferring Record(s) to The National Archives or approved Place of Deposit are detailed within the link below: http://www.legislation.gov.uk/ukpga/Eliz2/6-7/51/schedule/FIRST		
1.3	Contracting Authorities not obligated to adhere to the Public Records Act 1958 when transferring Record(s) to The National Archives or approved Place of Deposit are eligible to use this Lot 4 Service.		
1.4	This Framework Agreement will be managed by the Authority and Call Off Contracts will be managed by Contracting Authorities.		
1.5	The duration of the RM3781 Framework Agreement for Lot 4 is four (4) years (48 months), with a maximum Call Off Contract period of seven (7) years (84 months).	The contract is to be for a period of 5 years beginning 1 May 2018.with a possible extension of 2 years	
1.6	The purpose of Lot 4 is to appoint a number of Supplier's who shall be responsible for the provision of a Records Information Management Service via Further Competition between the successful Suppliers and Contracting Authorities.		
1.7	Lot 4 is to appoint a number of Suppliers, a maximum of four (4), who shall be responsible for the provision of a Records Information Management Service through the following six (6) Service lines:- <ul style="list-style-type: none"> • Service Line 1 - Off-Site Records Information Management Service (full End to End Service); • Service Line 2 - Off-Site Storage of Inactive Records; • Service Line 3 - Off-Site and/or On-Site Secure Shredding, Destruction and Disposal Services; • Service Line 4 - Off-Site and/or On-Site Specialist Records Management Services; • Service Line 5 - Off-Site and/or On-Site combined Records Information Management Services; • Service Line 6 - Off-Site and/or On-Site Scanning Services. 	The Contracting Authority does not require services under Service Line 5	

1.8	The Supplier shall provide all aspects of the requirements for this Lot 4 as set out in this Framework Schedule 2.	The Contracting Authority does not require services under Service Line 5	
1.9	The Supplier shall provide all six (6) Service Lines or a combination of the six (6) Service Lines to Contracting Authorities as part of a Records Information Management Service as specified by Contracting authorities at the Call Off stage (i.e. Service Lines 1 – 5 may be provided in isolation or as part of an End to End service).	The Contracting Authority does not require services under Service Line 5	
1.10	The Supplier shall provide Off-Site and/ or On-Site Scanning Services to Contracting Authorities only when forming part of an End to End service i.e. Scanning Services will not be provided in isolation.		
1.11	The Authority placed a Prior Information Notice 2015/S 241-437566 which was published on 12/12/2015 (the PIN notice) in the Official Journal of the European Union (OJEU).		
1.12	This procurement has been advertised by publishing a Contract Notice in the OJEU under the Open procedure in accordance with the Public Contracts Regulations 2015 (the "Regulations").		
2	SCOPE OF THE REQUIREMENT		
2.1	The purpose of Lot 4 – Records Information Management Service is designed to meet the core requirements of Contracting Authorities, as detailed below in order to drive down costs of Physical Storage and consolidate and rationalise existing Contracting Authorities Storage requirements.		
2.2	The core requirements of the Records Information Management Service are to provide all Services included in the following 6 Service lines: <ul style="list-style-type: none"> • Service Line 1 - Off-Site Records Information Management Service (full End to End Service); • Service Line 2 - Off-Site storage of Inactive Records; • Service Line 3 - Off-Site and/or On-Site Secure Shredding, Destruction and Disposal Services; • Service Line 4 - Off-Site and/or On-Site Specialist Records Management Services: cataloguing, listing, appraisal and selection, triage sensitivity review and file preparation services; • Service Line 5 - Off-Site and/or On-Site combined Records Information Management Services; and • Service Line 6 - Off-Site and/or On-Site Scanning Services. 	The Contracting Authority does not require services under Service Line 5	
2.3	The Supplier shall be capable of providing all aspects of the requirements as set out in this Framework Schedule 2 for Lot 4, and shall do so by providing: <ul style="list-style-type: none"> • secure storage and access to Records at the Call Off stage; • sound and pro-active Account Management to Contracting Authorities; • accurate and periodical reporting to the Authority and Contracting Authorities; and • reporting of contractual activity against savings delivered in line with the Authorities savings objectives, base-lining and benchmarking processes. 		

2.4	<p>The Supplier shall support the Authority through this Framework Agreement by promoting a fully electronic Records Information Management System to Contracting Authorities that shall allow:</p> <ul style="list-style-type: none"> • efficient management of physical and digital Information, in line with the Government's digital by default agenda; • Contracting Authorities to meet ongoing physical Storage demands; • the separation of 'Active' and 'Inactive' Records to improve the management of Inactive Records resulting in more competitive storage costs; • Scanning Services to be provided in line with the Government's digital by default agenda; • combined On-Site and Off-Site Records Information Management Services to be provided where a planned move to a fully Off-Site Records Information Management Service is a defined strategic objective; • shredding, Destruction and Disposal of Records in line with the Government's environmental and waste policies; and • compliance with the National Archives Gateway process, where required. 		
2.5	<p>The Supplier shall provide all Services relating to the management of Contracting Authorities' hard copy Records and the physical to digital process in line with the Government's broader 'digital by default' strategy, and shall ensure that:</p> <ul style="list-style-type: none"> • Government Records are stored appropriately and made available when needed; • Government Records can be accessed in the most economical manner; • Records can be interpreted; • Government Records can be maintained through time in accordance with stated retention and Disposal policies; • Government Records are stored securely; • Government Records are Retained and disposed of appropriately; • Supplier Personnel are skilled and experienced. 		
2.6	Out of Scope		
2.6.1	Fully On-Site Records Information Management Services are out of scope for this Lot 4 and the Supplier shall only provide an Off-Site and/or On-Site combined Records Information Management Service to Contracting Authorities.		
2.6.2	Service Line 6 – Off-Site and/ or On-Site Scanning Services cannot be provided in isolation under the scope of this Lot 4.		
3	SERVICE LINE 1 MANDATORY REQUIREMENTS – Off Site Records Information Management service		
3.1	The Supplier shall provide a UK wide Off-Site facility for the Physical Storage of Records utilising the Supplier's own premises.		
3.2	The core requirements of Service Line 1 includes all the mandatory requirements as set out in section 9 of this Framework Schedule 2, and the requirements specified by Contracting Authorities at the Call Off stage.		

4	SERVICE LINE 2 MANDATORY REQUIREMENTS – OFF-SITE STORAGE OF INACTIVE RECORDS		
4.1	The Supplier shall provide a UK Off-Site physical storage facility utilising the Suppliers own premises, for storage of Records identified as Inactive until the identified destruction date	The Contracting Authority is seeking a solution for the storage of its inactive records and further details are available under 9.11 of this specification.	
4.2	The core requirements of Service Line 2 – Off-Site Storage of Inactive Records includes but may not be limited to the mandatory requirements as set out in section 9 of this Framework Schedule 2 and the requirements specified by Contracting Authorities at the Call Off stage.		
4.3	The Supplier shall manage Records identified as Inactive in line with the Contracting Authorities’ requirements, ensuring that Records are stored in an effective Archived Storage facility with appropriate levels of security and environmental conditions that delivers value for money.		
5	SERVICE LINE 3 MANDATORY REQUIREMENTS – OFF-SITE AND/OR ON-SITE SECURE SHREDDING, DESTRUCTION AND DISPOSAL SERVICES		
5.3	The Supplier acknowledges and agrees that security compliance is a key priority of this Lot 4.	The Contracting Authority is seeking a service for the audited destruction of registered records only in order to maintain the integrity of RIM system data, as on-site destruction of unregistered confidential and non-confidential paperwork is already performed by on-site facilities management teams. On-site destruction may be required at other third party sites as one-off ad hoc exercises (e.g. where machinery of government changes causes closure of offices)	
5.4	The Supplier shall provide a scalable service that ranges from managing complex high volume and high capacity offices through to remote small satellite offices. The Supplier shall ensure that a consistent level of service for both On-Site and/or Off-Site document Destruction services is delivered, capturing the maximum amount of waste for recycling possible, with no cost impact to Contracting Authorities.		
5.7.4	Service Level 4: bespoke shredding, Destruction and Disposal requirements	The Contracting Authority may require ad hoc destruction of records held by the Supplier, at a Contracting Authority site (as listed in annex C) and/or at a third party location. Where records are held at a Contracting Authority site the Supplier will be required to as a minimum: <ul style="list-style-type: none"> • securely transfer all appropriate records to 	

		<p>their facility (or subcontractor site) for destruction</p> <ul style="list-style-type: none"> • ensure all records are recorded on the RIM system • provide a certificate of destruction and update the RIM system in accordance with 9.13.1 <p>Where records are held at a non-Contracting Authority (third party) location the Supplier will be required to as a minimum:</p> <ul style="list-style-type: none"> • arrange for secure destruction of agreed records onsite • confirm that none of the records are registered on the RIM system • provide a destruction certificate for non-registered records as per 9.13.1 <p>Where records are held within a Supplier facility the Supplier will be required to as a minimum:</p> <ul style="list-style-type: none"> • retrieve records as approved by Contracting Authority • arrange for secure destruction of all records either onsite or at subcontractor site • provide destruction certificate and update the RIM system in accordance with 9.13.1 	
5.7.4.1	The Supplier shall ensure document Destruction of extensive archived Material and premises with specific and specialist security requirements (e.g. prisons) when requested by Contracting Authorities at the Call Off stage.		
5.8	The Supplier shall provide all materials and Consumables associated with the provision of this service as required by the Contracting Authorities at the Call Off stage.		
5.9	The Supplier shall provide, deliver and install any equipment required to deliver the Services and shall provide ongoing support for this equipment.		
5.1	The Supplier shall agree the security marking and Service Level required will be determined by the Contracting Authorities at the Call Off stage.		
5.11	The Supplier shall have infrastructure in place to provide all Service Levels across the UK, including remote locations in Scotland, Wales and Northern Ireland.		
5.12	The Supplier shall ensure that the shredded and collected waste is recycled in line with the requirements specified by Contracting Authorities at the Call Off stage.		

5.13	The Supplier must operate to the EN 15713:2009 (E) process standard for both On-Site and Off-Site document destruction, and this must be fully incorporated within ISO 9001:2008 approved quality management process.		
5.14	The Supplier shall work with the Authority to identify options for extending the service for other waste streams, including value for money and efficiencies.		
5.15	The Supplier shall recognise that the quality of waste received from Contracting Authorities is varied and can contain contaminants such as plastic and sticky labels.		
5.16	The Supplier shall ensure that the quantity of waste is weighed accurately for charging and reporting purposes.		
5.17	The Supplier shall work to specific operating hours as set within the Contracting Authorities Service Level requirements at no additional cost.		
5.18	The Supplier shall ensure that all operational Personnel on vehicles, working within the operational recycling centres shall be identifiable and carry photographic identification.		
5.19	The Supplier shall ensure that vehicles have GPS-tracking and mobile communication links with their operational bases.		
5.2	The Supplier shall work closely with Contracting Authorities and/or their designated representative to ensure that the Contracting Authorities overall service requirements are fully understood and met.		
5.21	SECURITY (in addition to Section 10)		
5.21.1	The Supplier shall ensure the secure collection and transportation, for Service line 3 (using appropriately secure vehicles) storage, removal and Disposal of all confidential materials, in order that that the materials remain in the Supplier's possession and are not capable of being deciphered.		The bid shall describe how security will be managed during storage, removal/transportation and disposal in order that materials remain in the Suppliers possession and are not capable of being deciphered.
5.21.2	The Supplier shall ensure that confidential waste is signed for by the nominated Supplier Personnel at the point of collection and placed in secure vehicles which must not be left unattended at any time.		
5.21.3	The Supplier must ensure the secure transport of waste from the premises at all times.		
5.21.4	The Supplier shall ensure a seamless transition from Contracting Authorities existing secure document Destruction arrangements as specified by Contracting Authorities at the Call Off stage.		
5.22	ENVIRONMENTAL STANDARDS (in addition to Section 12)		
5.22.1	The Supplier shall provide environmental certificates and accreditations for Service line 3 as part of the audit process for mixed recycled fibre goods and the waste paper management collection process as specified by Contracting Authorities at the Call Off stage.		The bidder shall provide relevant certification which confirms compliance. The bid should provide their environmental policy detailing at least but not limited to: applicable standards, recycling policies

			including recycling rates, environmental impact management, waste management, certificates, licences, etc.
6	SERVICE LINE 4 MANDATORY REQUIREMENTS – OFF SITE AND/OR ON SITE SPECIALIST RECORDS MANAGEMENT SERVICES		
6.7	Induction		
6.7.1	The Supplier shall attend an induction event(s) provided by Contracting Authorities in order to undertake Specialist Records Management Service.	The Contracting Authority will provide instruction on aspects of this Service Line it expects the Supplier to carry out before permitting any action and will require the Supplier to accept and observe Contracting Authority working practices. Call off of this service is dependent on internal recruitment, induction sessions may be required at any time during the contract term.	
6.7.2	The Supplier Personnel in attendance at the induction event shall ensure they are in receipt of all information required and fully understand the Contracting Authorities requirements in order to conduct each of the Specialist Records Management Services at the end of the induction event(s).	The bidder should note that the Contracting Authority reserves the right to determine the structure and nature of induction so that it is confident the services will be provided compliant with the current and future requirements of The National Archives.	
6.7.3	The scope and frequency of the Induction event(s) shall be specified by the Contracting Authorities at Call Off stage but as a minimum shall be 0.5 days in total	The Contracting Authority would expect the Supplier to meet the cost of attendance at induction events.	The bidder should demonstrate their skills and knowledge in undertaking induction events in order to undertake the full range of specialist records management services under Service Line 4. Suppliers may provide case studies to illustrate their response.
6.7.4	Listing	The bidder should note that the Contracting Authority does not currently outsource these functions, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	

6.7.4.1	<p>6.7.4.1 The Listing Service induction shall be in relation to the following criteria as a minimum, unless otherwise specified by Contracting Authorities at Call Off stage:</p> <ul style="list-style-type: none"> • Determining Title assignment to a Record • Description(s) of Record(s) in line with The National Archives' Editorial Guidelines as set out in 6.8.1.3 • Use of abbreviation, capitalisation and acronyms • Expansion and disambiguation of a Record Title • Ensure the metadata extracted from the Record(s) conforms to the information standards stated by the Contracting Authorities within its Call Off stage • Roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Listing service • Review and explanation of Contracting Authorities guidance documentation on Listing service which the Supplier shall abide by • Review and explanation of the requirement(s) and standard(s) stated within Framework Schedule 2, to deliver the Listing service. 		
6.7.5	Cataloguing Service Induction	The bidder should note that the Contracting Authority does not currently outsource these functions, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.7.5.1	<p>6.7.4.1 The Listing Service induction shall be in relation to the following criteria as a minimum, unless otherwise specified by Contracting Authorities at Call Off stage:</p> <ul style="list-style-type: none"> • Determining Title assignment to a Record • Description(s) of Record(s) in line with The National Archives' Editorial Guidelines as set out in 6.8.1.3 • Use of abbreviation, capitalisation and acronyms • Expansion and disambiguation of a Record Title • Ensure the metadata extracted from the Record(s) conforms to the information standards stated by the Contracting Authorities within its Call Off stage • Roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Listing service • Review and explanation of Contracting Authorities guidance documentation on Listing service which the Supplier shall abide by • Review and explanation of the requirement(s) and standard(s) stated within Framework Schedule 2, to deliver the Listing service. 		
6.7.6	Appraisal and Selection Induction service	The bidder should note that the Contracting Authority does not currently outsource these functions, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.7.6.1	<p>The Appraisal and Selection Service induction shall be in relation to the following criteria as a minimum, unless otherwise specified by Contracting Authorities at Call Off stage:</p> <ul style="list-style-type: none"> i. Roles and responsibilities of the Supplier and Contracting Authorities 		

ii. Review and explanation of Contracting Authorities guidance documentation on Appraisal and Selection the Supplier shall abide by (if applicable)

iii. Review and explanation of Contracting Authorities guidance documentation on Appraisal and Selection which the Supplier shall abide by

iv. Review and explanation of the requirement(s) and standard(s) stated within Framework Schedule 2, to deliver the Appraisal and Selection service

v. Type(s) of Record(s) to be reviewed

vi. Details of the Selection Criteria to be used in line with all Appraisal and Selection criteria and policies, as set out in 6.8.3.13

vii. Details of the Contracting Authorities own Selection Criteria (in addition to The National Archives' Generic Selection Criteria)

viii. Type(s) of information that may be considered of historical value and therefore considered being held by The National Archives for Permanent Preservation

ix. Type(s) of information that may be considered of historical value but shall be held within an approved Place of Deposit rather than Permanent Preservation at The National Archives, and how the Departmental Records Officer liaises with The National Archives to determine the Place of Deposit

x. Type(s) of information that may require the Record(s) to be Retained within the Contracting Authorities department due to its sensitive content

xi. Types of information that are not considered to be appropriate under ix, and/or x, but shall be required to be held, including the length of time, by the Contracting Authorities due to ongoing business requirements

xii. Type(s) of information that are not considered appropriate under ix, x, and/or xi, but which would support a Record(s) being destroyed, and how to undertake this in line with the Contracting Authorities 'What to keep' policy

xiii. Contracting Authorities contact(s) for requirement(s) such as, but not limited to: guidance, clarification of matter(s), advice on completion of documentation and/or report(s)

xiv. Guidance on when and under what circumstances a Dip Sample may be undertaken

xv. Access to the Contracting Authorities Civil Service Year Books relevant to the time period of the Record(s) being Appraised and Selected

6.7.7

Triage Sensitivity Review Service Induction

The bidder should note that the Contracting Authority does not currently outsource these functions, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.

<p>6.7.7.1</p>	<p>The Triage Sensitivity Review induction shall be in relation to the following criteria as a minimum, unless otherwise specified by Contracting Authorities at Call Off stage:</p> <ul style="list-style-type: none"> i. Roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Sensitivity Review Service ii. Review and explanation of Contracting Authorities guidance documentation on Sensitivity Review which the Supplier shall abide by iii. Review and explanation of the requirement(s) and standard(s) as stated within this Framework Schedule 2, to deliver the Sensitivity Review Service iv. Contracting Authorities relevant contact(s) for requirement(s) such as: guidance, clarification of matter(s) and advice on completion of documentation and/or report(s) v. Type(s) and nature of Record(s) to be reviewed vi. Type(s) of potentially Sensitive information to be considered, trigger word(s), phrase(s) and subject matter(s) vii. Type(s) of potentially Sensitive information that may require Redacting from the Record(s) viii. Type(s) of information that may be considered of historical value and therefore transferred to The National Archives ix. Type(s) of information that may result in a Record(s) being considered Closed, Partially, Closed and/ or Retained and how to apply the Record(s) Closure date(s) x. Indication of FOI Exemption(s) that may and/or may not apply 		
<p>6.7.8</p>	<p>Record Preparation Service Induction</p>		
	<p>6.7.8.1 The Record Preparation Service induction shall be in relation to the following criteria as a minimum, unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • Roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Record Preparation Service • Review and explanation of Contracting Authorities guidance documentation on Record Preparation which the Supplier shall abide by • Review and explanation of the requirement(s) and standard(s) as stated within this Framework Schedule 2, to deliver the Record Preparation Service. • Compliance with the preparing Record(s) for transfer to The National Archives as set out on in the following link: http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/cataloguing-and-preparation-of-records/physically-preparing-records/ • Compliance with the Contracting Authorities own Record Preparation Service criteria • Information regarding the Contracting Authorities alternative Place of Deposit 		
<p>6.8</p>	<p>SPECIALIST RECORDS MANAGEMENT SERVICE</p>	<p>The bidder should note that the Contracting Authority outsources this function to its current supplier.</p>	

6.8.1	Listing Service	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.1.1	<p>The Supplier shall provide a Listing Service which shall be the process of transcribing and inputting information from a Record into a list which shall then be transposed into a catalogue template as set out in the link below, in addition to the following activities, unless otherwise stated by the Contracting Authorities.</p> <ul style="list-style-type: none"> • Cataloguing all incoming new Material to required standards • Re-cataloguing Material for any item moved within the library • Maintaining and updating existing catalogue Record(s) • Serial tracings and modification of subfields • Adding journal/serial Record(s) and creating hyperlinks • Standardising catalogue Record(s) • Retrospective Cataloguing of material <p>http://www.nationalarchives.gov.uk/documents/information-management/cat_excel_template.xls</p>		
6.8.1.2	<p>The Supplier shall undertake all Listing services in accordance with the requirements specified by Contracting Authorities at the Call Off stage, unless otherwise stated, shall include but is not be limited to:</p> <ul style="list-style-type: none"> • Type and number of Record(s) requiring Listing • Information to be extracted and detailed within Listing • Timescale for project(s) start and completion • Area(s) for completion within the catalogue template (not all areas are required to be completed during the Listing process) 		
6.8.1.3	<p>The Supplier shall provide a Listing Service in accordance with The National Archives Editorial Guidelines, as set out in the link below, unless otherwise specified by Contracting Authorities at the Call Off stage, which shall include but may not be limited to:</p> <ul style="list-style-type: none"> • use of capitalisation (upper and lower case) • expansion and/or disambiguation of Record Title – for example 'Inspection of Rome' would become 'Inspection of the British Embassy in Rome' • abbreviation and acronyms for example, France: '@British Broadcasting Corporation French language programming' would become 'France: BBC French language programming' rules for punctuation • input of Dates - for example 1 January 2016 and not 01 January 2016 <p>http://www.nationalarchives.gov.uk/documents/information-management/editorial-guidelines-final-version-1.1.pdf</p>		
6.8.1.4	<p>The Supplier shall provide a Listing Service in accordance with the standards and conventions of the Contracting Authorities designated Place of Deposit. Details of those requirements will be provided by the Contracting Authorities at Call Off stage.</p>		

6.8.1.5	<p>The Supplier shall input all information required to be extracted from the Contracting Authorities Record(s) into The National Archives' Excel catalogue Template document, unless otherwise stated by the Contracting Authorities at Call Off stage. The National Archives catalogue Template and respective guidance documents are set out in the links below:</p> <ul style="list-style-type: none"> • http://www.nationalarchives.gov.uk/documents/information-management/cataloguing-guidance.pdf • http://www.nationalarchives.gov.uk/documents/information-management/cat_excel_template.xls 		
6.8.2	Cataloguing services	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.2.1	The Supplier shall provide a Cataloguing service which shall be the process of extracting information from a specific Record and/or bringing a Listing up to a specific standard, determining a description for that Record from which metadata can then be searched later using descriptions and Titles within those catalogues, unless otherwise specified by the Contracting Authorities at Call Off stage:		
6.8.2.2	<p>The Supplier shall undertake Cataloguing services in accordance with the requirements specified by Contracting Authorities at the Call Off stage, unless otherwise stated shall include, but may not be limited to:</p> <ul style="list-style-type: none"> • Record name • Record date range (e.g. first date and late date) • Record subject matter • Record closure description (e.g. open, Closed, no FOI Exemptions and FOI Exemptions apply) • Timescale for project start and completion 		
6.8.2.3	<p>The Supplier shall provide a Cataloguing Service in accordance with The National Archives' Cataloguing Conventional Records policy, which sets out 'how to' catalogue information in line with the standards required, unless otherwise specified by Contracting Authorities at the Call Off stage. The National Archives' Cataloguing Conventional Records policy is set out in the link below:</p> <p>http://www.nationalarchives.gov.uk/documents/information-management/cataloguing-guidance.pdf</p>		
6.8.2.4	6.8.2.4 The Supplier shall provide a Cataloguing Service in accordance with the requirements of the Contracting Authorities' designated Place of Deposit, details of which shall be specified by the Contracting Authorities at the Call Off stage.		
6.8.2.5	The Supplier shall input all information required to be extracted from the Contracting Authorities' Record(s) into The National Archives Excel Review Cataloguing template, unless otherwise stated by the Contracting Authorities at Call Off stage. The Excel Review Cataloguing template is set out in 6.8.1.5 above.		

6.8.3	Appraisal and Selection services	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.3.1	The Supplier shall provide an Appraisal and Selection service which shall be the process of distinguishing paper Record(s) of continuing historical value from those of no further value.		
6.8.3.2	The Supplier shall understand Record(s) can possess different types or degrees of value to a public Record(s) body and this affects how Record(s) are managed and how long they need to be kept and the process of 'Appraisal' allows government departments and agencies to understand which Record(s) are likely to have continuing historical value and should therefore be Permanently Preserved.		
6.8.3.3	The Supplier shall understand that 'Selection' is a decision-making process that encompasses initial Appraisal judgements and determines which Record(s) will be selected for Permanent Preservation. The process of selecting Record(s) is primarily focussed on determining which Record(s) are of historical value.		
6.8.3.4	The Supplier shall be able to undertake all of the five (5) Appraisal and Selection processes, and also a mixture of those processes as set out in paragraph(s) 6.8.4, 6.8.5, 6.8.6, 6.8.7, 6.8.8.		
6.8.3.5	<p>The Supplier shall undertake the Appraisal and Selection Service in accordance with the requirements specified by the Contracting Authorities at the Call Off stage unless otherwise stated shall include, but is not limited to:</p> <ul style="list-style-type: none"> • the Contracting Authorities internal department or business area(s) whose Record(s) are to be reviewed under the Appraisal and Selection process; • type of Record(s) to be appraised (for example but not limited to subject matter); • range of Record(s) to be appraised (for example but not limited to date(s)); • the Appraisal and Selection process to be used • details of the subject matter(s) of the Record(s) and detail(s) of the criteria which would make the Record(s) of historical value and therefore Selection for Permanent Preservation. • the start and completion date for each Appraisal and Selection project to be undertaken; • the Selection Criteria to be used • the documentation required to be drafted for submission of reports for review and approval for Selection for Permanent Preservation by the Contracting Authorities Departmental Records Officer (for example Appraisal Report, Series-level Questionnaire and catalogue template) • details of activities to be undertaken in the event the Record(s) is rejected for submission by The National Archives; and • details of activities to be undertaken in the event the Record(s) is rejected Permanent Preservation. 		

6.8.3.6	6.8.3.6 The Supplier shall work with and report to the Contracting Authorities' Departmental Records Officer to understand the volume and range of Record(s), time plan and process for Appraisal and Selection to be undertaken as set out in: http://www.nationalarchives.gov.uk/documents/information-management/best-practice-guide-appraising-and-selecting.pdf		
6.8.3.7	Generic requirements for Appraisal and Selection processes		
6.8.3.8	The Supplier shall consider all generic criteria set out below when undertaking any one of the five Appraisal and Selection processes.		
6.8.3.9	The Supplier shall understand the purpose of the Appraisal and Selection processes is to identify one of the following outcomes: <ul style="list-style-type: none"> • Records containing historical information to be held in Permanent Preservation by The National Archives • Record(s) containing historical information to be held in Permanent Preservation at an approved Place of Deposit 		
6.8.3.10	The Supplier shall consider the information of potential historical importance against each of the paragraphs within this section 6.8.3.9 when undertaking each of the Appraisal and Selection processes.		
6.8.3.11	The Supplier shall consider and adhere to the Contracting Authorities 'What to keep policy' in order to determine which Record(s) to keep and which to destroy in the event an Appraisal and Selection has been undertaken and resulted in the Record not selected for Permanent Preservation.		
6.8.3.12	6.8.3.12 The Supplier shall be provided with a copy of the Contracting Authorities' 'What to keep policy' documentation shall be provided to the Supplier at Call Off stage.		
6.8.3.13	The Supplier shall consider the following Selection Criteria and policies:		
6.8.3.13.1	The National Archives' Generic Selection Criteria as set out in http://www.nationalarchives.gov.uk/documents/information-management/best-practice-guide-appraising-and-selecting.pdf		
6.8.3.13.2	Contracting Authorities own Selection Criteria which will be stated at Call Off stage Illustrations of the type and nature of the criteria are but are not limited to: <ul style="list-style-type: none"> • information detailing the formulation of strategy and/or decision making when government department(s) introduce new policies and/or amend or pass new legislation; and • notes and decision(s) from specific Ministerial board meeting(s) • information relating to international relations within specific countries and/or organisations 		

6.8.3.13.3	<p>Contracting Authorities Operational Selection policies - the Supplier shall refer to, and consider any Operational Selection Policy (OSP) Contracting Authorities consider to be appropriate to the Record(s) being appraised, in order to determine if the content of the OSP provides sufficient information as a comparison to determine of the Record(s) is of historical importance and therefore required for Permanent Preservation.</p> <p>For further information refer to the OSP by subject, as set out in the link below: http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/selecting-records/osp-subject/</p>		
6.8.3.14	<p>The Supplier shall consider and consult with the Contracting Authorities Civil Service Year Book(s) when conducting each Appraisal and Selection process in order to establish the Contracting Authorities current and previous year's departmental structure (including business function(s) which sit under it i.e. finance, policy, human resources etc. within the its organisation per year.</p>		
6.8.3.15	<p>The Supplier shall agree a Terms of Reference with Contracting Authorities Departmental Records Officer prior to the start of each Appraisal and Selection project it requires to be undertaken and ensure that the Terms of Reference fully reflect Contracting Authorities stated objectives.</p>		
6.8.3.16	<p>The Supplier shall be responsible for obtaining additional information requested following submission of findings and recommendation reports to the Contracting Authorities, and will be responsible for any redrafting and resubmitting of reporting documentation such as, but not limited to: Appraisal report, Service Level Appraisal Questionnaire and catalogue template.</p>		
6.8.4	<p>Appraisal and Selection Process – Macro level Appraisal of Record(s)</p>	<p>The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.</p>	
6.8.4.1	<p>The Supplier shall be able to undertake and deliver a Macro level Appraisal of the Contracting Authorities Record(s) at the following levels, using the specified Selection Criteria as set out in paragraph 6.8.3.13 at the following levels as a minimum:</p> <ul style="list-style-type: none"> • every Record held within the Contracting Authorities Records Archive; and • a mixture of Record(s) across a number of business function(s) 		

6.8.4.2	<p>The Supplier shall understand the Contracting Authorities interpretation of a Macro Appraisal is but is not limited to: Undertaking an Appraisal of Record(s) (at either Departmental and/or Series-level) within a the Contracting Authorities business function(s) between a certain time period(s), be able to describe the subject matter of the business function and appraise Record(s) are of historical importance, identify those that are not and those that require further Appraisal technique(s) to be undertaken. This shall allow the Supplier the ability to identify which Record(s) contain historical information and where required, continue the process for Selecting Record(s) for Permanent Preservation as set out in 6.8.5.5 Departmental, Series and Record Title level Appraisal and Selection processes, when instructed by the Contracting Authorities.</p>		
6.8.4.3	<p>The Supplier shall undertake a Dip Sample to test whether the content of the Record(s) matches the Appraisal undertaken at Departmental and/or Series-level. The Dip sample will also assist in determining whether a Record Title and/or Page-by-Page review is required to be undertaken in the event it is not possible to determine which Record(s) are of historical importance, unless otherwise stated by Contracting Authorities.</p>		
6.8.4.4	<p>The Supplier shall receive instruction(s) from Contracting Authorities within its Specification of Requirements at Call Off stage as to when:</p> <ul style="list-style-type: none"> • a Macro level Appraisal shall be required to be undertaken by the Supplier; and • and shall state the scope, format and frequency of reporting its finding(s) to Contracting Authorities prior to undertaking any further Appraisal and Selection activity. 		
6.8.4.5	<p>The Supplier shall be aware that the Contracting Authorities will state the process, format and timeline for reporting its finding(s) and recommendation(s) at Call Off stage.</p>		
6.8.5	<p>Appraisal and Selection Process – Record-level Appraisal of Record(s)</p>	<p>The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.</p>	
6.8.5.1	<p>The Supplier shall be able to undertake and deliver a Record-level Appraisal of the Contracting Authorities Record(s) using the specified Selection Criteria as set out in paragraph 6.8.3.13.</p>		

6.8.5.2	<p>The Supplier shall be aware that Contracting Authorities interpretation of a Record-level Appraisal will differ but shall include: Undertaking an Appraisal of Record(s) at Record Title level within a business function(s) from and to a certain time period(s), be able to describe and determine the Subject Matter of the Contracting Authorities business function(s) and appraise exactly what Record(s) are of historical importance, and identify those that are not. Where Record(s) are considered to be of historic importance, continue the process for Selecting Record(s) for Permanent Preservation as set out in paragraph 6.8.5.5 Departmental, Series and Record Title level Appraisal and Selection processes (including Record-by-Record review), when instructed by the Contracting Authorities.</p>		
6.8.5.3	<p>The Supplier shall receive clear instruction(s) from Contracting Authorities within its Specification of Requirements at Call Off stage as to when:</p> <ul style="list-style-type: none"> • a Record-level Appraisal shall be required to be undertaken; • further Appraisal(s) are required, for example but not limited to Series, Record Title Record-by-Record review; and • shall state the scope, format and frequency of reporting its finding(s) to the Contracting Authorities prior to undertaking any further Appraisal and Selection activity; • re-filing Record(s) which are not considered to be of historical importance within the Contracting Authorities Record(s) Archive and/or disposing of the Record(s) are required. 		
6.8.5.4	<p>The Supplier shall be aware that the Contracting Authorities will state the process, format and timeline for reporting its finding(s) and recommendation(s) at Call Off stage.</p>		
6.8.5.5	<p>Departmental, Series and Record Title level Appraisal and Selection processes</p>	<p>The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.</p>	
6.8.5.5.1	<p>The Supplier, having undertaken the services stated within paragraphs 6.8.4 and/or to paragraph 6.8.5 shall undertake one [1] of the three [3] Appraisal and Selection processes as set out in paragraphs 6.8.6, 6.8.7 and 6.8.8 below, unless otherwise stated by the Contracting Authorities at Call Off stage.</p>		
6.8.5.5.2	<p>The Supplier, in the event a Macro or Record-by-Record Appraisal has been undertaken and Contracting Authorities has requested further Appraisal process(s) be undertaken, shall be able to conduct a Departmental, Series and Record Title level process.</p>		
6.8.5.5.3	<p>Contracting Authorities reserve the right to request the Supplier undertake a combination of the Appraisal processes during the review of the same set of Record(s). Example combinations are, but is not limited to:</p> <ul style="list-style-type: none"> • Departmental Appraisal followed by Series-level Appraisal; • Departmental Appraisal followed by both Series-level and Record Title level Appraisal(s); • Series-level followed by Record Title level Appraisal 		

6.8.6	Appraisal and Selection Process – Departmental	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.6.1	The Supplier shall agree the terms of reference as set out in 6.8.3.15 above for each individual Departmental Appraisal project which shall as a minimum: <ul style="list-style-type: none"> • The range of Record(s) to be appraised; • Details of the subject matter of the Record(s); • Whether the Appraisal shall be undertaken via Departmental only; • Whether the Departmental Appraisal shall be followed by a Series, Record Title and/or Record-by-Record review, or a mixture. 		
6.8.6.2	The Supplier shall be able to undertake a Departmental Appraisal of Record(s) in order to identify information of historic importance based on Contracting Authorities criteria as set out in paragraph 6.7 and 6.8.3.13, and any subsequent information provided by Contracting Authorities prior to each Appraisal and Selection project commencing.		
6.8.6.3	The Supplier, having undertaken the Appraisal, shall determine which Record(s) should be selected for Permanent Preservation. The Supplier shall review the Record(s) it considers having potential for Permanent Preservation against the Selection Criteria as set out in paragraph 6.8.3.13 and all induction information as set out in paragraph 6.7. The Supplier shall determine whether the content identified as potentially of historic importance falls into one or some of the criteria and make recommendation(s) as to whether or not the Record(s) shall be permanently preserved		
6.8.6.4	Reporting finding(s) following Departments Appraisal and Selection procedure		
6.8.6.4.1	The Supplier shall complete The National Archives’ document named Appraisal Report and shall provide a full audit of the decision-making activity undertaken, and subsequent finding(s) per Record, unless otherwise stated by the Contracting Authorities at Call Off stage.		

6.8.6.4.2	<p>The Supplier shall submit the Appraisal Report to the Contracting Authorities Departmental Records Officer whereby a review of the content shall be completed by the Departmental Records Officer and subsequently submitting directly to The National Archives. The content, scope and frequency regarding completion of the Appraisal report shall be stated by Contracting Authorities at Call Off stage. Further information on how to compile The National Archives Appraisal report refer to The National Archives document How to compile an Appraisal Report set out in the link below. Where reference to activities required by 'department's is made within this document, for the purposes of this framework tender they shall be required to be undertaken by the Supplier. http://www.nationalarchives.gov.uk/documents/information-management/how-to-compile-an-appraisal-report.pdf</p>		
6.8.6.4.3	<p>The Supplier, in the event The National Archives queries and/or rejects the Appraisal Report submission(s) (for example, insufficient information to justify the decision), shall be responsible for obtaining any additional information required in the event the Supplier is required to re-draft and re-submit the Appraisal Report to the Contracting Authorities Departmental Records Officer within the required timescale(s).</p>		
6.8.7	<p>Appraisal and Selection Process – Series-level</p>	<p>The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.</p>	
6.8.7.1	<p>The Supplier shall be able to undertake a Series-level Appraisal of Record(s) in order to identify information of historic importance based on Contracting Authorities criteria as set out in paragraph(s) 6.7 and 6.8.3.13 and any subsequent information provided by Contracting Authorities prior to each individual Appraisal and Selection project commencing.</p>		
6.8.7.2	<p>The Supplier shall be provided with instruction(s) from Contracting Authorities at the start of each Series-level Appraisal project stating which method(s) shall initially be used and at what stage. The scope, format and frequency of the instruction(s) shall be stated by Contracting Authorities at Call Off stage.</p>		
6.8.7.3	<p>Initial Series-level review</p>		
6.8.7.3.1	<p>The Supplier shall undertake an initial Series-level review of the Record(s) Series to establish as a minimum the Contracting Authorities business function historical value and context of the Record(s), in order to determine and recommend to the Contracting Authorities Departmental Records Officer how the Record(s) within each Series shall be appraised.</p>		

6.8.7.3.2	The Supplier shall detail the outcome of its recommendation(s) to Contracting Authorities by providing the required response(s) to all questions stated within The National Archives Series-level Appraisal Questionnaire (SLAQ), unless otherwise stated by the Contracting Authorities.		
6.8.7.3.3	<p>The Supplier shall consider the Record(s) within the Series, in conjunction with the required Selection Criteria, to identify and recommend as a minimum, unless otherwise stated by the Contracting Authorities:</p> <ul style="list-style-type: none"> • whether all Record(s) within the Series may be Selected for Permanent Preservation; • if the full Series cannot be Selected, identify if and where more in-depth Appraisal Review(s) is required and how it may be undertaken i.e. further Appraisal techniques; • if none of the Series are considered to be of historical importance and therefore not appropriate for Permanent Preservation; and • obtain the information required in order to respond to all questions stated within The National Archives SLAQ. 		
6.8.7.3.4	<p>The Supplier shall identify if the following decision(s) can be made at Series-level, in line with The National Archives method(s) for consideration for Selection, unless otherwise stated by Contracting Authorities:</p> <ul style="list-style-type: none"> • All of the Series can be selected: When all, or most of the Record(s) in the Series are considered to be of historical importance and appropriate for Permanent Preservation, a decision shall be made to select the whole Series. • None of the Series can be selected: When the Record(s) have been considered by the Supplier to be of little or no historical importance, a decision shall be made not to select the Series. • Part of the Series can be selected: Where a part of a Series (i.e. a number of Record(s)) are considered to be of historical importance a decision shall be made to select that part. Where the remaining Record(s) are considered to be of no historical importance, Contracting Authorities shall advise the Supplier of whether they shall either remain with Contracting Authorities and/or be destroyed. 		
6.8.7.3.5	<p>The Supplier shall, when undertaking 'Part of the Series can be selected' method stated in paragraph 6.8.7.3.4 above, shall recommend one of the following, unless otherwise stated by the Contracting Authorities:</p> <ul style="list-style-type: none"> • The part of the Series Selected shall be taken at Series-level only and therefore does not require any further Appraisal service(s) to be undertaken; or • The part of the Series Selected requires further Appraisal service(s) to be undertaken for example but not limited to Record Title and/ or File-by File review. 		
6.8.7.3.6	Compilation and submission of SLAQ		

6.8.7.3.6.1	<p>The Supplier shall, following completion of the initial review, complete The National Archives Series-level Appraisal Questionnaire (SLAQ) as set out in the link below in order to detail the finding(s) and recommendation(s) for the most appropriate method of Appraisal to be undertaken, unless otherwise stated by Contracting Authorities at Call Off stage competition. Examples of the type(s) of information to be determined by the Supplier within the SLAQ are, but are not limited to:</p> <ul style="list-style-type: none"> • where all of the Series is recommended to be Selected for Permanent Preservation, therefore no further Appraisal is required to be undertaken; • if further Appraisal of the Record(s) is required to be undertaken, and state which Appraisal method(s) is recommended. For example, but not limited to Record Title review, Record-by-Record review or Mixed Appraisal method(s); and • providing reason(s) for proposal. <p>http://www.nationalarchives.gov.uk/documents/information-management/series-level-appraisal-questionnaire-final-version.pdf</p>		
6.8.7.3.6.2	<p>The Supplier shall submit the completed SLAQ to the Contracting Authorities Departmental Records Officer within the required timescale(s) stating one or some of the following recommendation(s) unless otherwise stated by Contracting Authorities at Call Off stage. The Contracting Authorities Departmental Records Officer shall Review the content prior to submitting to The National Archives The National Archives will then decide if the submission is accepted for Permanent Preservation or to be Retained by the Contracting Authorities and stored within a Place of Deposit.</p>		
6.8.7.3.6.3	<p>The Supplier shall be responsible for obtaining any additional information requested by Contracting Authorities and/or The National Archives, re-drafting and resubmitting the Series-level Appraisal questionnaire to the Departmental Records Officer within the required timescale, in the event The National Archives queries the SLAQ submission (for example, insufficient information to justify the decision).</p>		
6.8.7.3.6.4	<p>The Supplier shall be informed by the Contracting Authorities Departmental Records Officer as to which element(s) of the SLAQ have been approved by The National Archives, timescale(s) to be stated by Contracting Authorities at Call Off stage. The Supplier shall then conduct a Series-level Appraisal of the required Record(s) in conjunction with the following:</p> <ul style="list-style-type: none"> • Appraisal method(s) stated by Contracting Authorities to be conducted as set out in paragraph(s) 6.8.7.4.2 and 6.8.7.4.3; • Selection Criteria as set out in paragraph 6.8.3.13; and • Start and end time for the Appraisal project to be undertaken. 		
6.8.7.4	Conducting the Series-level Appraisal and Selection process		

6.8.7.4.1	The Supplier shall appraise the Record(s) in line with the information provided by Contracting Authorities at the Induction event as set out in paragraph 6.7 and any further instruction provided prior to the Appraisal and Selection project commencing.		
6.8.7.4.2	The Supplier, having undertaken the Appraisal, shall determine which Record(s) should be selected for Permanent Preservation. The Supplier shall review the Record(s) it considers potential for Permanent Preservation against Selection Criteria as set out in paragraph 6.8.3.13. The Supplier shall determine whether the content identified as potentially of having historical importance falls into one or some of the criteria and make recommendation(s) as to whether or not the Record(s) shall be Permanently Preserved.		
6.8.7.4.3	In the event a Selection cannot be made a Series-level; the Supplier shall undertake a further Appraisal at Record Title level following receipt of formal written instruction from Contracting Authorities.		
6.8.7.4.4	For example, but not limited to: Series-level Appraisal undertaken using Selection Criteria and where the Supplier determines no decision can be made, informs Contracting Authorities which will decide whether to: <ul style="list-style-type: none"> • re-appraise the Record(s) using amended Selection Criteria; or • instruct the Supplier to undertake a Record Title, Record-by-Record and/or Mixed Appraisal review. 		
6.8.7.5	Reporting findings following the Series-level Appraisal and Selection procedure.		
6.8.7.5.1	The Supplier shall provide a report of its recommendation(s) to Contracting Authorities detailing a full audit of decision making activity undertaken, the scope, frequency and timescale shall be stated by Contracting Authorities at Call Off stage but shall contain as a minimum, but is not limited to: <ul style="list-style-type: none"> • List of Record(s) from within the Series which contain information of historical importance. • Description of the historical information contained within each Record. • Detail(s) of The National Archives Generic Selection Criteria that applies to each Record. • List of the Appraisal procedures undertaken i.e. Series-level followed by Record Title level. 		
6.8.8	Appraisal and Selection Process – Record Title level (also known as Record Title Appraisal)	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.8.1	The Supplier shall be able to determine, by Record Title level Review, which Record(s) to select for Permanent Preservation and shall receive a Specification of Requirement(s) from Contracting Authorities at Call Off stage detailing the type and range of Record(s) requiring Appraisal and Selection services.		

<p>6.8.8.2</p>	<p>The Supplier shall be able to undertake a Record Title level Appraisal of Record(s) in order to identify information of historic importance based on the Contracting Authorities criteria as set out in paragraph(s) 6.7 and 6.8.3.13 and any subsequent information provided by Contracting Authorities prior to each Appraisal and Selection project commencing. Instances of when a Record Title Review may be undertaken are, but are not limited to:</p> <ul style="list-style-type: none"> • Where there is a mixture of Record types within a Series • Where little or nothing is known about a Record Series • Where Record Titling is limited (stating for example, but not limited to: 'Miscellaneous' and/or 'General') <p>For further information refer to the Best Practice Guide to Appraising and Selecting Record(s) for The National Archives at the link below: http://www.nationalarchives.gov.uk/documents/information-management/best-practice-guide-appraising-and-selecting.pdf</p>		
<p>6.8.8.3</p>	<p>The Supplier shall be provided with instruction(s) from the Contracting Authorities at the start of each Record Title Appraisal project stating which method(s) shall initially be used and at what stage. The scope, format and frequency of the instruction(s) shall be stated by Contracting Authorities at Call Off stage. For example, but not limited to: Record Title undertaken using Selection Criteria and where the Supplier determines no decision can be made, informs Contracting Authorities which will decide whether to:</p> <ul style="list-style-type: none"> • re-appraise the Record(s) using amended Selection Criteria; or • instruct the Supplier to undertake a Record-by-Record review. 		
<p>6.8.8.4</p>	<p>The Supplier shall undertake the Record-by-Record method only, following completion of one or all of the above processes, and/or formal instruction from Contracting Authorities prior to commencement of Record-by-Record method. The scope, format and frequency of the instruction(s) shall be stated by Contracting Authorities at Call Off stage.</p>		
<p>6.8.8.5</p>	<p>The Supplier shall appraise the Record(s) in line with the information provided by the Contracting Authorities at the induction event(s) as set out in paragraph 6.7 and any further instruction provided prior to the Appraisal and Selection project commencing.</p>		
<p>6.8.8.6</p>	<p>The Supplier shall be able to appraise the proposed Record(s) in accordance with one, some or all of The National Archives File Appraisal four (4) different methods of Appraising at Record Title level, as set out below. The National Archives Record Appraisal four [4] different methods (also known as File Appraisal) are:</p> <p>1. Mixed Series Appraisal: A Series of Record(s) contains either or a mixture of Policy and Case Records which shall be separated and both appraised in line with the Selection Criteria as set out in paragraph 6.8.3.13. All Case Record(s) shall be also be appraised in line with Operational Selection Policy 48 as set out in the link below. Policy Record(s) shall also be Appraised using the Series-level approach (as stated within 6.8.7 above) (for example but not limited to, if they</p>		

	<p>cover the development of Primary Legislation a decision shall be made to select them all) or using one of the Appraisal methods (Departmental, Series and Record Title review).</p> <p><u>2. Selection Criteria and Record Title Appraisal:</u> An Appraisal of the Record(s) shall take place using the Selection Criteria set out in paragraph 6.8.3.13 above, and shall be compared against the Record Title(s) in order to Select Record(s) for Permanent Preservation.</p> <p><u>3. Sift and Record Appraisal:</u> An Appraisal shall be conducted initially on Record Title, and using the Selection Criteria set out in paragraph 6.8.3.13 above, Select Record(s) of historical importance (for example, Record(s) of a key committee and/or management board) or should not be Selected (for example, a publication). The remaining Record(s) are then subjected to the -Record-by-Record Appraisal.</p> <p><u>4. Record-by-Record Appraisal:</u> Each individual Record shall be appraised by reviewing the content -Record-by-Record in conjunction with the Selection Criteria set out in paragraph 6.8.3.13 above. For further information refer to as File Appraisal within the Best Practice Guide to Appraising and Selecting Record(s) for The National Archives at the link below:</p> <p>http://www.nationalarchives.gov.uk/documents/information-management/osp48.pdf</p>		
6.8.8.7	<p>The Supplier, having undertaken the Appraisal, shall determine which Record(s) should be selected for Permanent Preservation. The Supplier shall review the Record(s) it considers potential for Permanent Preservation against the Selection Criteria as set out in paragraph 6.8.3.13.1 and all Induction information as set out in paragraph 6.7. The Supplier shall determine whether the content identified as potentially of having historic importance falls into one or some of the criteria and make recommendation(s) as to whether or not the Record(s) shall be Permanently Preserved.</p> <p>For further information refer to The National Archives' Generic Record(s) Selection Criteria as set out in the link below:</p> <p>http://www.nationalarchives.gov.uk/documents/information-management/best-practice-guide-appraising-and-selecting.pdf</p>		
6.8.8.8	<p>The Supplier, having undertaken the Appraisal, shall determine which Record(s) should be selected for Permanent Preservation. The Supplier shall review the Record(s) it considers potential for Permanent Preservation against the Selection Criteria as set out in paragraph 6.8.3.13 and all induction information in paragraph 6.7. The Supplier shall determine whether the content identified as potentially of having historical importance falls into one or some of the criteria and make recommendation(s) as to whether or not the Record(s) shall be Permanently Preserved.</p>		
6.8.8.9	<p>6.8.8.9 Reporting finding(s) following Record Title Review Appraisal and Selection procedure</p>		

6.8.8.9.1	The Supplier shall complete The National Archives document named catalogue template per Record which shall contain a full audit of the decision making activity undertaken, and subsequent finding(s) per Record, and submit the catalogue template to the Contracting Authorities Departmental Records Officer whereby a Review of the content shall be completed prior to submission to The National Archives, unless otherwise stated by Contracting Authorities at Call Off stage. The content, scope and frequency regarding completion of the catalogue template shall be stated by Contracting Authorities at Call Off stage.		
6.8.8.9.2	The Supplier shall be responsible for obtaining the additional information required, re-drafting and re-submitting the cataloguing template to the Contracting Authorities Departmental Records Officer within the required timescale in line with requirement set out in paragraph 6.13.2; in the event The National Archives queries the cataloguing template submission (for example but not limited to, insufficient information to justify the decision).		
6.8.9	6.8.9 Triage Sensitivity Review	The bidder should note that the Contracting Authority does not currently outsource this function, but reserves the right to take up all, part or none of the services under this Service Line during the term of the contract.	
6.8.9.1	The Supplier shall provide a Triage Sensitivity Review Service as Contracting Authorities want to retain all decision-making responsibilities, unless otherwise advised. Contracting Authorities reserve the right to undertake some or all aspects of the Triage Sensitivity Review Service.		
6.8.9.2	The Supplier shall conduct the Triage Sensitivity Review service in line with The National Archives Step 3: Sensitivity Reviews of selected Record(s) guidance as set out in the link below: http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/		
6.8.9.3	The Supplier shall refer to the process map for the Triage Sensitivity Review Service, as set out in Annex 2 of this Framework Schedule 2. The process map provide an indicative outline of the process flows which shall be used by the Supplier when considering and identifying Sensitive information.		
6.8.9.4	Triage Sensitivity Review Induction		
6.8.9.4.1	The Supplier shall attend an induction event provided by Contracting Authorities in order to undertake a Triage Sensitivity Review Service.		
6.8.9.4.2	The Supplier Personnel in attendance at the induction event shall ensure they are in receipt of all information required and fully understand the Contracting Authorities requirements in order to conduct the Triage Sensitivity Review Service at the end of the induction event(s).		

<p>6.8.9.4.3</p>	<p>The Triage Sensitivity Review induction shall only be in relation to the following criteria, unless otherwise specified by Contracting Authorities: § Roles and responsibilities of the Supplier and Contracting Authorities when undertaking the Sensitivity Review Service § Review and explanation of Contracting Authorities guidance documentation on Sensitivity Review which the Supplier shall abide by § Review and explanation of the requirement(s) and standard(s) stated within Framework Schedule 2, to deliver the Sensitivity Review Service § Type(s) and nature of Record(s) to be reviewed § Type(s) of potentially Sensitive information to be considered, trigger word(s), phrase(s) and Subject Matter(s) § Type(s) of potentially Sensitive information that may require Redacting from the Record(s) § Type(s) of information that may be considered of historical value and therefore transferred to The National Archives § Type(s) of information that may result in a Record(s) being considered Closed, Partially, Closed and/ or Retained and how to apply the Record(s) Closure date(s) § Indication of FOI Exemption(s) that may and/or may not apply § Contracting Authorities relevant contact(s) for requirement(s) such as: guidance, clarification of matter(s) and advice on completion of documentation and/or report(s)</p>		
<p>6.8.9.4.4</p>	<p>The scope and frequency of the induction event(s) shall be specified by Contracting Authorities at the Call Off stage but as a minimum shall be 0.5 days in total.</p>		
<p>6.8.9.5</p>	<p>Triage Sensitivity Review Service</p>		
<p>6.8.9.5.1</p>	<p>The Supplier shall follow instructions on the Record(s) to be Triage Sensitivity Reviewed, as specified by Contracting Authorities at the Triage Sensitivity Review induction and/or the start of each individual project. The instructions shall include, but shall not be limited to:</p> <ul style="list-style-type: none"> • Whether Record(s) shall be Reviewed either via Title or Page-by-page procedure • Subject matter(s) of the Record(s) • Contracting Authorities Guidance document on Sensitive information detailing potential Sensitive information such as, but is not limited to name(s), addresses, date(s) of birth, trigger word(s) and/or phrases to consider 		
<p>6.8.9.5.2</p>	<p>Title procedure</p>		
<p>6.8.9.5.2.1</p>	<p>The Supplier shall Review the Title of each Record in conjunction with Contracting Authorities' Sensitivity Review guidance which shall include, but shall not be limited to: security classification of Record(s); name(s), addresses date(s) of birth, trigger words/phrases etc. all information provided by the Contracting Authorities at its Supplier induction event(s), and the Freedom Of Information Act (FOI).</p>		

6.8.9.5.3	Page-by-page procedure		
6.8.9.5.3.1	The Supplier shall Review each page of the Record(s) in conjunction with Contracting Authorities' Sensitivity Review guidance which shall include, but is not limited to: name(s), addresses, date(s) of birth, trigger word/phrases, Freedom of Information Act, Data Protection Act 1998 all other information provided by the Contracting Authorities at its Supplier induction event(s).		
6.8.9.6	6.8.9.6 Determining Sensitive Information		
6.8.9.6.1	The Supplier shall Review Record(s) when conducting a review for a Triage Sensitivity Review Service in line with: Contracting Authorities Sensitivity Review guidance, Freedom of Information (FOI) Act, The National Archives guidance and all other information provided to the Supplier by Contracting Authorities during the Sensitivity Review induction, as set out in paragraph 6.7.		
6.8.9.6.2	<p>6.8.9.6.2 The Supplier shall, as a minimum, consider three (3) main area(s) when determining whether or not the information contained within the Record(s) is Sensitive, unless otherwise specified by Contracting Authorities. These areas are:</p> <ul style="list-style-type: none"> • Personal information (including sensitive personal information) –this includes but is not limited to: name, address, date of birth, national insurance number, race, nationality and religious beliefs, as set out in paragraphs 6.8.9.9.2.1 and 6.8.9.9.2.2. • Security and intelligence – this includes but is not limited to information matters of national and/or international security • International relations - this includes but is not limited to identifying Material that may have the potential to damage the United Kingdom's relationships with other states or could prejudice the government's interests abroad. 		
6.8.9.6.3	<p>The Supplier shall determine whether information within each Record is deemed Sensitive and whether Exemption(s) may be applied to protect this information by undertaking the following activities, unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • Reviewing Record Title(s) to determine if the content may contain Sensitive information • Scrutinising Record(s) content Page-by-Page and identifying area(s) containing Sensitive information • Determining whether information contained within the Record(s) is deemed Sensitive as per Contracting Authorities Sensitivity Review guidance and instructions during induction event(s), as set out in paragraph 6.7. • Considering legal provisions e.g. Freedom of Information Act and Data Protection Act 1998 and Environmental Information Regulations (EIR) in conjunction with each Record(s) being Reviewed and the information it contains • Preparing and submitting a Supplier Sensitivity Report to Contracting Authorities Senior Sensitivity Reviewer (SSR), detailing finding(s) of each 		

	Record(s) Reviewed and recommendation(s) for consideration by the Senior Sensitivity Reviewer.		
6.8.9.7	6.8.9.7 Determining Record(s) status during Sensitivity Review		
6.8.9.7.1	The Supplier shall be conscious of the information contained in each Record whilst undertaking all stages of the Sensitivity Review process in order to assess and determine the status of each Record at the end of the Sensitivity Review process, unless otherwise stated by Contracting Authorities.		
6.8.9.7.2	6.8.9.7.2 The Supplier shall consider the following information and processes in order to determine Record status: <ul style="list-style-type: none"> • Potential Exemption(s) under the Freedom on Information (FOI) Act; • Potential Exception(s) under Environmental Information Regulations 2004 EIR • Retention of Record(s) within the Contracting Authorities department • Closure of Record(s) • Identifying information requiring Redaction and Retention Service(s) 		
6.8.9.8	Points of law and guidance		
6.8.9.8.1	6.8.9.8.1 The Supplier shall be fully aware and conversant with the content and legal principles of the Data Protection Act 1998 (DPA), in particular the principles which support Exemption(s) from release of information under Section 40 FOI Act as set out in the link below: http://www.legislation.gov.uk/ukpga/1998/29/contents		
6.8.9.8.2	6.8.9.8.2 The Supplier shall be fully aware and conversant with The National Archives guidance on Access to Public Records as set out in the link below: http://www.nationalarchives.gov.uk/information-management/manage-information/selection-and-transfer/sensitivity-reviews-on-selected-records/access-to-public-records/		

<p>6.8.9.8.3</p>	<p>The Supplier shall consider the following points of law and/or guidance to determine if the information it has identified, and then deemed Sensitive, is subject to Exemption(s), and on what grounds any legal provision(s) apply, if any:</p> <ul style="list-style-type: none"> • legal provision(s) most notably within Freedom of Information Act (FOI) section 21-44 (as set out in the link below under Summary of FOI Act Exemption(s) within The National Archives- Access to Public Records document) http://www.nationalarchives.gov.uk/documents/information-management/access-to-public-records.pdf • Data Protection Act 1998 (DPA) principles • legal provision(s) within Environmental Information Regulations 2004 Exception(s) 12 (3), 12 (5) and 13 (as set out in The National Archives- Access to Public Records document) Information Exemption(s) (Exception(s)) in the Environmental Information Regulations within • Statute Bars, Section 44 of the FOI Act Prohibitions on Disclosure (applicable Statutes shall be specified by Contracting Authorities at the Call Off stage (as set out in Summary of FOI Act Exemption(s) within The National Archives- Access to Public Records document) • Criteria for Retaining Record(s) under the Public Record(s) Act 1958, Section 3 (4) • Contracting Authorities internal Sensitivity Review guidance • Contracting Authorities departmental security and/ or Data protection guidance • ad hoc guidance specific to this project provided by Contracting Authorities Senior Sensitivity Reviewer (or equivalent) 		
<p>6.8.9.8.4</p>	<p>The Supplier shall report all findings, for the Triage Sensitivity Review Service, to the Senior Sensitivity Reviewer within the Supplier Sensitivity Reports, as set out in section 5 of this Framework Schedule 2.</p>		
<p>6.8.9.9</p>	<p>6.8.9.9 Potential Exemption(s) under the Freedom of Information (FOI) Act</p>		
<p>6.8.9.9.1</p>	<p>Exemptions under Section 21-44 of the FOI Act</p>		
<p>6.8.9.9.1.1</p>	<p>The Supplier shall consider the Sensitive information within each Record against the FOI Exemption(s) within section 21-44 and identify which (if any) of the sections support withholding information under either a specific, or a number of, FOI Exemption(s). Full details of the FOI Exemption(s) available are set out within The National Archives – Access to public Record(s) document within 6.8.9.8.3 above.</p>		

6.8.9.9.1.2	<p>The Supplier shall determine the following information where Exemption(s) under the FOI Act (Section 21-44) support withholding some or all of the Sensitive information contained within the Record:</p> <ul style="list-style-type: none"> • Prepare justification and recommendation(s) for application of FOI Exemption(s) • Duration period for how long the Exemption(s) shall apply, as set out in paragraph 6.8.9.13.6 • Review of Record status as set out in paragraph 6.8.9.13.7 		
6.8.9.9.2	Exemption(s) under Section 40 Personal information of the FOI Act		
6.8.9.9.2.1	<p>The Supplier shall determine whether Record(s) containing personal information about an identifiable living individual falls within the Data Protection Act 1998 definition of Sensitive personal Data. Examples of which include, but shall not be limited to:</p> <ul style="list-style-type: none"> • racial or ethnic origin of the Data subject, • political opinions, • religious beliefs or other beliefs of a similar nature, • membership of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992), • physical or mental health or condition, • sexual life, • the commission or alleged commission by him of any offence, or • any proceedings for any offence committed or alleged to have been committed by him, the Disposal of such proceedings or the sentence of any court in such proceedings. 		
6.8.9.9.2.2	<p>The Supplier shall receive specific and detailed guidance from Contracting Authorities on the type of personal information to be reviewed, and refer to further guidance on Personal and Sensitive information as set out in the links: http://www.legislation.gov.uk/ukpga/1998/29/section/1 http://www.legislation.gov.uk/ukpga/1998/29/section/2</p>		
6.8.9.9.2.3	<p>The Supplier shall apply the stated requirements in paragraph 6.8.9.9.2.2 in conjunction with the Information Commissioner's guidance (as set out in the link below) against the content and context of Record(s) on a case by case basis and detail the findings within the Supplier Sensitivity Report. https://ico.org.uk/for-organisations/guide-to-freedom-of-information/</p>		
6.8.9.9.2.4	<p>The Supplier shall consider the Sensitive information contained within the Record(s) in line with the Exemption(s) within section 40 (2) and identify which (if any) of the section(s) support withholding the information.</p>		
6.8.9.9.2.5	<p>The Supplier shall consider the Exemption(s) under section 40 (2) Personal information where the Sensitive information is supported by the recommendation to withhold under Personal information of the FOI Act section 40 and the applicant is a third party of the FOI Act.</p>		

6.8.9.9.2.6	The Supplier shall consider these Exemption(s) in line with the Sensitive information contained within the Record and determine which of the Exemptions apply.		
6.8.9.9.2.7	<p>he Supplier shall consider these findings against the eight [8] Data Protection principles as set out below and determine which one supports the recommendation for withholding the Sensitive information:</p> <p>8 Data Protection principles</p> <ol style="list-style-type: none"> 1 Personal information must be fairly and lawfully processed 2 Personal information must be processed for limited purposes 3 Personal information must be adequate, relevant and not excessive 4 Personal information must be accurate and up to date 5 Personal information must not be kept for longer than is necessary 6 Personal information must be processed in line with the Data subjects' rights 7 Personal information must be secure 8 Personal information must not be transferred to other countries without adequate protection 		
6.8.9.9.2.8	<p>The Supplier shall determine the following information where Exemptions under FOI 21-44 support the argument to withhold some or all the Sensitive information contained within the Record:</p> <ul style="list-style-type: none"> • Duration period for how long the Exemption(s) shall apply as set out in paragraph 6.8.9.13.6. • Record status as set out in paragraph 6.8.9.13.7 		
6.8.9.9.2.9	In the event none of the Data Protection principles support the argument to withhold the Sensitive information contained within the Record, the Supplier shall undertake the process stated within paragraphs 6.10.3 and detail all information within the Supplier Sensitivity Report.		
6.8.9.9.2.10	The Supplier shall document all findings at each stage of the Sensitivity Review process within its Supplier Sensitivity Report, as set out in section 5 of this Framework Schedule 2, unless otherwise specified by Contracting Authorities.		
6.8.9.10	Potential Exemption(s) under Environmental Information Regulations 2004 (EIR)		
6.8.9.10.1	The Supplier shall consider the Sensitive information contained within the Record in line with the Exemption(s), known as Exception(s), specific only to Environmental Information Regulations 2004 (EIR), as set out in the link below: http://www.legislation.gov.uk/ukxi/2004/3391/made		
6.8.9.10.2	The Supplier shall consider the Sensitive information contained within the Record in line with the Exemption(s) Information Exemption(s) (Exception(s)) in the Environmental Information Regulations within The National Archives- Access to Public Records document as set out in 6.8.9.8.3.		

6.8.9.10.3	<p>The Supplier shall determine the following information where Exemption(s) under the EIR (2004) support withholding some or all of the Sensitive information contained within the Record:</p> <ul style="list-style-type: none"> • EIR Exception(s) as set out in Information Exemption(s) (Exception(s) in the Environmental Information Regulations within The National Archives- Access to Public Records document; • Prepare justification and recommendation(s) for application of EIR Exception(s); • Duration period for how long the Exemption(s) shall apply, as set out in paragraph 6.8.9.13.6 • Record status as set out in paragraph 6.8.9.13.7 		
6.8.9.10.4	<p>The Supplier shall provide a report which will state its finding(s) and recommendation(s) on whether or not the Exemption(s) set out in paragraph 6.8.9.9 and 6.8.9.10 support withholding information within its Supplier Sensitivity Reports, as set out in paragraph 6.10.2.</p>		
	<p>The Senior Sensitivity Reviewer shall consider the two Exemption(s) categories and determine whether or not the information is supported by an Absolute or Class-based Exemption(s) and shall inform the Supplier if they will be required to undertake any further action(s), for example but not limited to: further information to support the findings with the Supplier Sensitivity Reports and/or continuing the Sensitivity Review to determine whether the Record(s) Status should be Retained, Closed or Partially Closed, as set out in paragraph 6.8.9.13.</p>		
6.8.9.11	<p>Exemption(s) that do not support withholding Sensitive information</p>		
6.8.9.11.1	<p>The Supplier shall provide the following details within its Supplier Sensitivity Report where none of the Exemptions(s) apply to the Sensitive information contained within the Record:</p> <ul style="list-style-type: none"> • state the Sensitive information in a clear and identifiable manner • state the exact Exemption(s) considered and why • state the reason(s) why the Exemption(s) did not support the argument to withhold the information • state the recommended Record status (for example Open status if no information is to be withheld under any Exemption(s)) • state which information is recommended to be released to the public 		
6.8.9.12	<p>Retention of Record(s) within Contracting Authorities department</p>		
6.8.9.12.1	<p>The Supplier shall be aware of the information contained in each Record in order to assess and determine whether Record(s) at the end of the Sensitivity Review process contain content whereby Contracting Authorities shall request the Advisory Council on National Record(s) and Archive(s) (ACNRA) support its request to Retain within its department.</p>		

6.8.9.12.2	<p>The Supplier shall Review each Record to identify whether, none, some, or all of the information contained within the Record(s) contains Sensitive information and determine that Record as containing one of the following, unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • contains some Sensitive information, which shall be Retained by Contracting Authorities and does not require an application to be Retained • contains Sensitive information, which requires an application to be Retained by Contracting Authorities on Sensitivity grounds 		
6.8.9.12.3	Consideration and recommendation(s) on grounds to Retain a Record		
6.8.9.12.3.1	<p>The Supplier shall review, identify and determine the grounds, in accordance with Contracting Authorities' guidance document as set out in paragraph 6.7, which Record(s) are too sensitive for transfer to The National Archives and release to the public, and are therefore appropriate for Retention within Contracting Authorities department(s).</p>		
6.8.9.12.3.2	<p>The Supplier shall consider ground(s) to Retain the information within Record(s) in conjunction with the Public Record(s) Act 1958 (PRA) in order to determine each Record's Retention Status. The Supplier shall make reference to the area(s) applicable within the Supplier Sensitivity Report, as set out in paragraph 6.10.2.</p>		
6.8.9.12.3.3	<p>The Supplier shall compare its findings against grounds as set out in The National Archives Grounds for Retention Table as set out in the link below where it identifies Record(s) appropriate for Retention. The Supplier shall be aware that it is anticipated most considerations shall be under numbers 4 or 6 of the Table. http://www.nationalarchives.gov.uk/documents/information-management/access-to-public-records.pdf</p>		
6.8.9.12.3.4	<p>The Supplier shall determine whether or not the Sensitive information identified is supported by the grounds stated within The National Archives Grounds for Retention Table as set out in 6.8.9.12.3.3 above and therefore decide whether or not an Application to Retain the Record(s) shall be made to the ACNRA.</p>		
6.8.9.12.3.5	<p>The Supplier shall report all findings to the Senior Sensitivity Review within the Supplier Sensitivity Report, as set out in paragraph 6.10.2.</p>		
6.8.9.12.3.6	<p>Further information on guidelines on Retention are set out in The National Archives: Access to public Record(s) link below www.nationalarchives.gov.uk/documents/information-management/access-to-public-records.pdf</p>		

6.8.9.12.3.7	The Supplier's services under paragraph 6.8.9.12 shall state its finding(s) and recommendation(s) within its Supplier Sensitivity Report to the Senior Sensitivity Reviewer, as set out in paragraph 6.10.2. The Senior Sensitivity Reviewer shall decide whether the Record(s) shall be considered Retained and shall inform the Supplier if it is required to undertake any further action(s), for example but not limited to further information to support the findings within the Supplier Sensitivity Report; and when required instruction to complete the Application to retain document.		
6.8.9.13	Applying Closed or Partially Closed status following consideration of Exemption(s)		
6.8.9.13.1	<p>The Supplier shall undertake the following steps when identifying Record(s) that do not currently have a Record status and shall be reviewed in order to be considered for Closed and/ or Partially Closed status, unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • identify which FOI exemption(s) may apply to the Record(s) • identify which Environmental information Regulations (EIR) may apply to the Record(s) • explain within the Supplier Sensitivity Report reason(s) for restriction(s) and why the information contained in the Record(s) falls under the exemption(s) • identify how long each Record shall be Closed as set out Closure periods within 6.8.9.13.2 below • identify and apply a re-review date which will ensure the Record(s) is - reviewed again prior to the Closed date expiring in order to re-asses the Sensitivity level (as it may reduce or increase over time) and consider if it can be made available to the public after Closed date expires as set out in Closure periods • consider whether parts of the Record(s) may be released in the event Sensitive information was Redacted. 		
6.8.9.13.2	The Supplier shall follow the guidance on Closure periods by the National Archives : http://www.nationalarchives.gov.uk/documents/information-management/closure-periods.pdf		
6.8.9.13.3	The Supplier shall undertake the following steps when identifying Record(s) that are already deemed Closed or Partially Closed Record(s) by Contracting Authorities at that point in time and required a re-review, unless otherwise specified by Contracting Authorities.		

<p>6.8.9.13.4</p>	<p>Record(s) currently deemed Closed</p> <ul style="list-style-type: none"> • identify which Record(s) is currently Closed • determine whether the Sensitivity level has reduced and can be made available to the public • determine whether the Sensitivity level remains the same or has increased • identify reason(s) for restriction(s) and which FOI exemption(s) may apply to the Record(s) • identify reasons(s) for restriction(s) and which Environmental Information Regulations (EIR) may apply to the Record(s) • explain within report to the Senior Sensitivity Reviewer why the information contained in the Record(s) falls under the exemption(s) • identify how long each Record(s) shall be Closed • Identify and apply a re-review date 		
<p>6.8.9.13.5</p>	<p>Record(s) currently deemed Partially Closed</p> <ul style="list-style-type: none"> • identify which Record(s) is currently Partially Closed • determine whether the Sensitivity level has reduced and can be made available to the public • determine whether the Record(s) remains Partially Closed or has escalated to Closed • identify reason(s) for restriction(s) and which FOI exemption(s) may apply to the Record(s) • identify reason(s) for restriction(s) and which Public Record(s) Act 1958 exemption(s) may apply to the Record(s) • identify reasons(s) for restriction(s) and which Environmental Information Regulations (EIR) may apply to the Record(s) • explain within the Supplier Sensitivity Report why the information contained in the Record(s) falls under the exemption(s) • identify how long each Record(s) shall be Partially Closed or Closed • identify and apply a re-Review date 		
<p>6.8.9.13.6</p>	<p>Duration period for how long the Exemption(s) and/or Exception(s) shall apply</p>		
<p>6.8.9.13.6.1</p>	<p>The Supplier shall determine the duration period, known as Closure period, for how long Exemption(s) shall apply in line with the guidance provided at the induction event and at the start of each project implementation meeting as set out in paragraph 6.7, unless otherwise specified by Contracting Authorities. This guidance information shall provide the Supplier with detail on the specific Closure timescales to be stated for Closure for the Record(s) being Sensitivity Reviewed.</p>		
<p>6.8.9.13.6.2</p>	<p>The Supplier shall state the determined Closure period within the Supplier Sensitivity Report detailing the reasoning behind this recommendation.</p>		

6.8.9.13.7	Review of Record status following Sensitivity Review		
6.8.9.13.7.1	The Supplier shall recommend one of the two options as a Record status to Contracting Authorities' Senior Sensitivity Reviewer, as set out in paragraph 6.8.9.13.		
6.8.9.13.7.2	6.8.9.13.7.2 The Supplier shall recommend one of two Record status options where the Sensitive information is rejected as not suitable for Retention by Contracting Authorities. The Supplier shall decide between Closed and Partially Closed as a Record status to Contracting Authorities Senior Sensitivity Reviewer.		
6.8.9.13.7.3	The Supplier shall state its finding(s) and recommendation(s) within its report to the Senior Sensitivity Reviewer, as set out in paragraph 6.10.2. Senior Sensitivity Reviewer shall decide whether the Record(s) shall be considered Closed or Partially Closed and shall inform the Supplier if it is required to undertake any further action(s), for example but not limited to: further information to support the findings within the Supplier Sensitivity Report and when required provide information for the compilation on transfer form.		
6.8.9.13.8	Compilation of Closure on transfer form		
6.8.9.13.8.1	The Supplier shall provide Contracting Authorities with the required information in order for Contracting Authorities to request approval by the Advisory Council for National Record(s) and Archives (ACNRA) on behalf of the Secretary of State for Culture, Media and Sport (SSCMS) for: <ul style="list-style-type: none"> • Record(s) being considered for Closed status to be granted Closed status by ACNRA • Record(s) currently deemed Closed to remain at the current status until an agreed re-Review date • Record(s) currently deemed Partially Closed to remain at the current status or move to Closed status in the event ACNRA agrees Sensitivity level has increased 		
6.8.9.14	Identifying information requiring Redaction and Redaction service(s)		
6.8.9.14.1	he Supplier shall identify area(s) requiring Redaction, resulting in information being Redacted from a Record, and therefore requiring the Record status to be amended in line with the requirement(s) set out in paragraph 6.8.9.13.		
6.8.9.14.2	The Supplier shall clearly identify the area(s) within each Record(s) that it recommends to be Redacted, for example but not limited to inserting page markers on page(s).		

6.8.9.14.3	<p>The Supplier shall provide exact detail(s) of the information it recommends be Redacted within the report to the SSR. The SSR shall make the decision on behalf of Contracting Authorities whether or not to Redact the information presented. Examples of this information are, but is not limited to:</p> <ul style="list-style-type: none"> • word, sentence, paragraph, chapter, section, page, picture and/or image to be Redacted • reason(s) for text to be Redacted • details of applicable legislation to support reason(s) to be Redacted 		
6.8.9.14.4	<p>The Supplier shall report all findings to the Senior Sensitivity Reviewer within the Supplier Sensitivity Report as set out in section 6.10.2 of this Framework Schedule 2.</p>		
6.8.9.15	<p>Record Preparation Service</p>	<p>The bidder should note that the Contracting Authority outsources this function to its current supplier and anticipates that the incumbent supplier would provide the same service in accordance with The National Archives guidance</p>	<p>The bidder should provide a case study detailing the full end to end records preparation service for projects with similar timescales and volumes to those illustrated in Annexes D and E.</p>
6.8.9.15.1	<p>The Supplier shall provide a Record Preparation Service which shall be the process of conducting the careful physical Preparation of Record(s) to ensure they remain intact and usable.</p>		
6.8.9.15.2	<p>The Supplier shall undertake all Record Preparation Services in accordance with the specification of requirements provided by Contracting Authorities at further competition stage. Examples of Record Preparation service requirements are, but are not limited to:</p> <ul style="list-style-type: none"> § removal of metal items e.g. paper clips, staples and pins § removal of rubber and plastic items e.g. rubber bands and plastic wallets § endorsing torn, loose or badly damaged papers with their reference number and insert into polyester enclosure to prevent further damage § endorse papers with degrading adhesive tape stuck to them with their reference numbers and insert into polyester enclosures to prevent further damage § tagging relevant documentation together 		
6.8.9.15.3	<p>The Supplier shall undertake all Record Preparation services in accordance with the requirements and standards stated within The National Archives' Preparing Records for Transfer to The National Archives' policy in the event a Record(s) is required to be sent to The National Archives, and unless stated by Contracting Authorities. This policy sets out 'how to' prepare Records for transfer in line with the standards required. The Preparing Records for Transfer to The National Archives' policy is set out in the link below: http://www.nationalarchives.gov.uk/documents/information-management/preparing-records-for-transfer-to-the-national-archives.pdf</p>		

6.8.9.15.4	<p>The Supplier shall provide a Record Preparation Service in accordance with the requirements of the Contracting Authorities designated Place of Deposit. Details of those requirements will be provided by the Contracting Authorities at Call Off stage. A list of The National Archives approved Places of Deposit is set out in the link below: http://www.nationalarchives.gov.uk/archives-sector/our-archives-sector-role/legislation/approved-places-of-deposit/</p>		
6.8.9.15.5	<p>6.8.9.15.5 The Supplier shall provide all stationery items required in performing the File Preparation service. Examples of these items may be, but are not limited to:</p> <ul style="list-style-type: none"> • polyester enclosures (also known as Poly pockets) • acid free envelopes • photocopying paper • plastic ended tags (50mm, 125mm and 230mm) • boxes (small, medium and large) • archival tube 3" diameter • bubble wrap • corrugated cardboard • cotton tape • chinagraph pencil • elastic bands • shrink wrap • parcel tape • paperclips • photocopying paper • Photocopying documentation • Wedge-shaped foam boards 	<p>The Contracting Authority would require the Supplier to provide/source the necessary materials to comply with TNA standards.</p>	
6.9	VOLUMES, THROUGHPUT AND QUALITY CONTROL OF SERVICE		
6.9.1	<p>The Supplier shall comply with the scheduled volumes of the contracted Service(s) as specified by the Contracting Authorities at Call Off stage. This shall be reviewed at periodic intervals in order for the Supplier to demonstrate quality of output and increase productivity to the Contracting Authorities.</p>		
6.9.2	<p>The Supplier shall comply with the scheduled daily/weekly/monthly throughput of service(s), as specified by Contracting Authorities, in accordance with standard(s) and quality control(s) referred to in paragraph 6.13.1. The throughput of service(s) and quality controls will be agreed between the parties at the Call Off stage.</p>		
6.10	REPORTING		
6.10.1	Inventory Management of Record(s)		

6.10.1.1	<p>The Supplier shall provide an inventory report(s) of all Record(s) received and/or held (On Site and/or Off Site) on behalf of Contracting Authorities while undertaking the Service(s). This shall include, but shall not be limited to:</p> <ul style="list-style-type: none"> • date Record passed from the Contracting Authority to Supplier • mode of transport Record sent by the Contracting Authority to Supplier (Off Site service only) • Record name and/or reference number • location of the Record held by Supplier • resource name Record is allocated to • short description of work currently being undertaken on the Record • date Record returned to the Contracting Authority • anticipated date Record to be returned to the Contracting Authority (if work still in progress) • mode of transport Record to be sent back to the Contracting Authority (Off Site service only) 	<p>The Contracting Authority expects the Supplier to be able to report on the location and status of all records that are undergoing action under Service Line 4 through the RIM system.</p>	
6.10.2	<p>The content and frequency of the report(s) shall be specified by Contracting Authorities at the Call Off stage, but as a minimum shall be provided on a monthly basis and at no additional cost to Contracting Authorities.</p>		
6.10.2	<p>Reporting on Service Activity</p>		
6.10.2.1	<p>The Supplier shall provide Contracting Authorities with a report(s), for each of the service(s) required and contracted under this Framework Schedule 2 Service Line 4, detailing the activity undertaken within an agreed period. This shall include, but shall not be limited to:</p> <ul style="list-style-type: none"> • work allocated by Contracting Authorities • work submitted by the Supplier to Contracting Authorities • work accepted by Contracting Authorities from the Supplier as completed • work returned by Contracting Authorities to the Supplier, and the reasoning for this • corrected work re-submitted by the Supplier to Contracting Authorities • corrections accepted by Contracting Authorities from the Supplier 		
6.10.2.2	<p>The content, timescale and frequency in providing this report(s) shall be specified by Contracting Authorities at Call Off stage, but as a minimum shall be provided on a monthly basis and at no additional cost to Contracting Authorities.</p>		
6.10.2.3	<p>The Supplier shall provide a report to Contracting Authorities' Senior Sensitivity Reviewer which shall contain a full audit of the activity undertaken and the decisions Contracting Authorities are required to make, unless otherwise specified by Contracting Authorities.</p>		
6.11	<p>SUPPLIER PERSONNEL (in addition to Section 11)</p>		

6.11.1	The Supplier shall provide suitably experienced personnel for Service Line 4 to undertake			Should these services be taken up during the contract the Contracting Authority would expect the Supplier to assign suitably qualified personnel to the relevant roles	The bid must demonstrate that the bidder has the capacity and capability to undertake the full range of specialist records management services under Service Line 4, taking into account the volumes and timescales listed at Annex D and KPI's at Annex E, providing resource plans to illustrate
	Supplier Personnel Job Roles	Service Title	Service Requirement		
	Lister	Listing	To conduct the service(s) as set out in Framework Schedule 2		
	Lister Project Manager	Listing	To conduct the service(s) as set out in Framework Schedule 2		
	Cataloguer	Cataloguing	To conduct the service(s) as set out in Framework Schedule 2	Should these services be taken up during the contract the Contracting Authority would expect the Supplier to assign suitably qualified personnel to the relevant roles	The bid must demonstrate that the bidder has the capacity and capability to undertake the full range of specialist records management services under Service Line 4, taking into account the volumes and timescales listed at Annex D and KPI's at Annex E, providing resource plans to illustrate
	Cataloguer Project Manager	Cataloguing	To conduct the service(s) as set out in Framework Schedule 2		
	Triage Sensitivity Reviewer	Triage Sensitivity Review	To conduct the service(s) as set out in Framework Schedule 2		
	Triage Sensitivity Reviewer Project Manager	Triage Sensitivity Review	To conduct the service(s) as set out in Framework Schedule 2		
	Record Preparer	Record Preparation	To conduct the service(s) as set out in Framework Schedule 2		
Record Preparer Project Manager	Record Preparation	To conduct the service(s) as set out in Framework Schedule 2			
6.11.2.	The Supplier shall provide the required number of personnel per job role, with the required level of qualification(s) and experience for the period of time stated by the Contracting Authorities at the Call Off stage, and shall ensure they are in place to perform their roles at the agreed contract start date.				

6.11.3	<p>An example of the qualification(s) and experience required is, but are not limited to:</p> <ul style="list-style-type: none"> • English language skills for example to proficiency or GCSE standard or equivalent • Ability to apply attention to detail • Ability to scrutinise documentation by applying complete attention to detail • Ability to consider content in line with Contracting Authorities' Sensitivity Review guidance and training • Ability to consider content in line with Freedom of Information Exemption(s) • Clear and accurate written skills • English language skills for example to proficiency or GCSE standard or equivalent 		
6.11.4	<p>The Supplier shall, on occasion(s), be required to provide personnel that have more enhanced skills than those set out in paragraph 6.11.3, which shall be specified by Contracting Authorities at the Call Off stage. Examples of which include, but are not limited to:</p> <ul style="list-style-type: none"> • Chartered Institute of Library and Information Professionals or equivalent • Certificate or Diploma in Professional Studies (Record(s) and Information Management) or equivalent. 		
6.11.5	<p>The Supplier shall have access to a wide network of suitably qualified resources, as set out in paragraph(s) 6.3 and 6.8 and as specified by Contracting Authorities at Call Off stage.</p>		
6.11.6	<p>The Supplier shall provide the Contracting Authorities with a curriculum vitae (CV) for each member of personnel it proposes to work on its contract and within the timescale(s) stated at Call Off stage. As a minimum the CV shall contain the personnel member's qualifications and details of previous experience.</p>	<p>The Supplier will provide CV's for key personnel for each of the Specialist Records Management services should the Contracting Authority call-off on these requirements.</p>	<p>The bid should confirm compliance with this requirement</p>
6.11.7	<p>The Supplier shall accept that Contracting Authorities reserves the right to accept and/or reject members of personnel proposed by the Supplier to work on its contract, where the Supplier Personnel proposed do not have the required skills, experience and qualifications.</p>		
6.11.8	<p>Project management services</p>		
6.11.8.1	<p>The Supplier shall provide Personnel to be skilled project manager(s) with the required level of experience and expertise to manage and deliver the service in line with the agreed time, quality and cost, as specified by Contracting Authorities. As a minimum, all project managers are required to have knowledge, expertise and experience within the contracted discipline, for example but not limited to within the last 3-5 years.</p>	<p>The project manager provided by the Supplier will be required to liaise with nominated Contracting Authority personnel and the appropriate Transfer Account Manager at The National Archives</p>	

6.11.8.2	<p>The Supplier shall, on occasion(s), be required to provide Project Managers with project management qualification(s), which will be stated by Contracting Authorities at Call Off stage. An example of the qualification includes, but is not limited to:</p> <ul style="list-style-type: none"> • Prince 2 Project Management Practitioner or equivalent • Prince 2 Project Management Foundation or equivalent 		
6.11.8.3	<p>The Project Manager shall provide Contracting Authorities with a project plan within the agreed timelines and at no further cost to Contracting Authorities. The scope, content, format and presentation shall be specified by Contracting Authorities at the Call Off stage but as a minimum shall detail:</p> <ul style="list-style-type: none"> • scope of the project(s) (including project tolerance(s)) • timescale(s) and key milestone(s) for each service and deliverable • number of resources and job roles and time periods they are required • incorporate cost(s) • incorporate quality checks (what they consist of and timescales for completion) • incorporate inspection and correctional work (what they consist of and timescales for completion) • identify areas of risk • security clearance status per resource 	<p>The project manager will be expected to report progress of all services being provided under Service Line 4 on a regular basis, at a frequency agreed with the Contracting Authority in the planning stages.</p>	<p>The bid must provide a project plan and process maps that outline the processes and timescales that would be required to complete Specialist Records Management Services for the volumes listed at Annex D.</p> <p>The bid should provide a full risk register for all elements of specialist records management services.</p>
6.11.8.4	<p>The Supplier shall work with Contracting Authorities Senior Sensitivity Reviewer and its team to deliver the contracted service in line with the Contracting Authorities Implementation Plan, specification of requirements, key milestone(s) and/or deliverable(s) and all associated timescale(s).</p>		
6.12	<p>TRAVEL AND RELATED COSTS (for Service line 4)</p>		
6.12.1	<p>The Supplier's day rate charges shall include costs associated with providing the On-Site services as outlined in Framework Schedule 2 Service Line 4, but shall not include travel and subsistence.</p>		
6.12.2	<p>The Supplier's day rate charges shall include all cost(s) and overhead(s) associated with providing the Off-Site services as outlined in this Framework Schedule 2 Service Line 4, but shall not include travel and subsistence.</p>		
6.12.3	<p>The Supplier's travel and subsistence will be chargeable to Contracting Authorities at the Call Off stage in line with Contracting Authorities' travel and subsistence policy.</p>	<p>Please see Contracting Authority Travel and Subsistence rates at Annex F</p>	
6.13	<p>QUALITY CONTROL AND CORRECTIONAL WORK</p>		
6.13.1	<p>Quality</p>		

6.13.1.1	The Supplier shall perform the Service(s) in accordance with the quality control requirements, as specified by Contracting Authorities at the Call Off stage. The Supplier shall undertake the Contracting Authorities' Specialist Records Management service requirement(s) in order to complete and submit work for quality control inspection(s) to Contracting Authorities and/or The National Archives. The details of the check(s) shall, as a minimum, include the following: scope, frequency, percentage tolerance(s) and timescales for completion.		The bidder should provide their quality policy / plan. This should set out the approach to service failures including but not limited to a monitoring, identification, rectification plan / process, review, continuous improvement and reporting activity.
6.13.1.2	The Supplier shall be aware that the definitive quality control for successful completion of Listing and Cataloguing work shall be acceptance of the Catalogue template by The National Archives within two (2) submissions, as set out in paragraph 6.8.1 and paragraph 6.8.2 of this Specification, in the timeframe specified by Contracting Authorities at Call Off stage.	The Supplier will be entitled to two submissions within the first 6 months from call off commencement after which time it is expected that 98% of Listing and Cataloguing work submitted would be correct at first attempt.	The bid should confirm compliance with these requirements
6.13.1.3	The Supplier shall be aware that the definitive quality control for successful completion of Record Preparation work shall be acceptance of the Record by The National Archives within two (2) submissions, as set out in paragraph 6.8.9.15 of this Specification, in the timeframe specified by Contracting Authorities at Call Off stage.	The Supplier will be entitled to two submissions within the first 6 months from call off commencement after which time it is expected that 98% of Records Preparation work submitted would be correct at first attempt.	
6.13.1.4	The Supplier shall be aware that the definitive quality control for successful completion of Appraisal and Selection work shall be acceptance of the following templates by The National Archives within two (2) submissions, as set out in paragraph 6.8.3 of this Framework Schedule 2, in the timeframe specified by Contracting Authorities at Call Off stage. <ul style="list-style-type: none"> • Appraisal Report template • Series-level Appraisal questionnaire template (SLAQ) • Catalogue template 	The Supplier will be entitled to two submissions within the first 6 months from call off commencement after which time it is expected that 98% of Appraisal and Selection work submitted would be correct at first attempt.	
6.13.1.5.	The Supplier shall be aware Contracting Authorities may require the Supplier to implement and conduct its own quality control check(s) and measure(s) and will be specified by Contracting Authorities at Call Off stage.		
6.13.2	6.13.2 Inspection and Correctional Work (known as rework)		
6.13.2.1	The Supplier shall perform the Service(s) in accordance with the inspection and correctional work requirements, as specified by Contracting Authorities at the Call Off stage. The details of the check(s) shall, as a minimum, include the following: scope, frequency, percentage tolerance(s) and timescales for completion.		
6.13.2.2	The Supplier shall complete the correctional work in line with the requirements set out in paragraph 6.8.		
6.13.2.3	Payment retention – Cataloguing and Record Preparation services only.		

6.13.2.4	For correctional work specific to Cataloguing and Record Preparation services only; Contracting Authorities shall pay the Supplier for work completed on this service on a monthly basis.		
6.13.2.5	The Supplier shall be aware that Contracting Authorities shall reserve the right to retain a percentage of the monthly invoice amount (up to a maximum of 20%) and pay the full amount due once all Records have been accepted by The National Archives. The Retained percentage shall be accrued either: i. on a monthly basis (i.e. up to a maximum of 20% of the monthly contract charge (either agreed per month or pro rata)); or ii. on an agreed amount deducted from the monthly contract price which equates to the annual percentage amount agreed (i.e. up to a maximum of 20% of the annual contract price).	The retained percentage shall be accrued on a monthly basis at 20% of the monthly contract charge pending acceptance of 100% of records by The National Archives	
6.13.2.6	The Supplier shall be aware that Contracting Authorities will clearly stipulate within their Specification of Requirements at the Call Off stage, where they will: • retain a percentage of the contract price; • state the percentage to be Retained; and • state whether the percentage Retained shall be accrued monthly or deducted on an annual basis as set out in paragraph 6.13.2.3.		
6.13.2.7	The Supplier shall work with Contracting Authorities and The National Archives in order to consider best practice and to deliver a greater quality service(s) resulting in a reduction in correctional volumes.		
6.13.2.8	The Supplier shall comply with the Key Performance Indicators (KPI's) as specified by Contracting Authorities at Call Off stage.		
6.14	ACCESS TO SITE(S) AND TRANSPORT		
6.14.1	Access to Contracting Authorities IT System(s)		
6.14.1.1	The Supplier shall complete all work which requires access to Information Technology (IT) through Contracting Authorities' own IT system(s), unless otherwise specified by Contracting Authorities. This will be applicable to personnel working On Site and/or Off Site.	The Supplier should not require access to the Contracting Authorities IT systems	
6.14.1.2	The Supplier Personnel shall receive access of appropriate levels to Contracting Authorities' IT system(s) prior to the Contract start date and shall be agreed within the Contract Implementation Plan.		
6.14.1.3	The Supplier shall comply with all of the Contracting Authorities security and Data protection requirement(s) regarding access to its IT system(s). The confidentiality, security and Data protection requirement(s) will cover Supplier access to system(s) on both an On Site and/or Off Site basis.		
6.14.1.4	The Supplier Personnel shall receive system-specific required training from Contracting Authorities in order to access and use its IT system(s). The extent of the training and timescale for delivery will be agreed at the Call Off stage and included within the contract Implementation Plan.		

6.14.2	Off Site location at which service(s) may be provided		
6.14.2.1	The Supplier shall perform the Service(s) within a secure location where all and/or part of the Services are required to be performed Off Site. The secure location shall be in accordance with the standards, as set out by Contracting Authorities at Call Off stage.		
7	SERVICE LINE 5 MANDATORY REQUIREMENTS – OFF-SITE AND/OR ON-SITE COMBINED RECORDS INFORMATION MANAGEMENT SERVICES		
8	SERVICE LINE 6 MANDATORY REQUIREMENTS – SCANNING SERVICES	<p>The Contracting Authority does not currently digitise paper records but seeks bids demonstrating that the Supplier has the capability and capacity to deliver a pilot programme to scan DfE nominated records and host and manage the repository. Subject to a successful pilot, the supplier may also be required to scan additional DfE nominated records (volumes at Annex H) within the remaining contract term plus additional volumes limited to a value not exceeding 50% of the original contract value.</p> <p>Bidders should note that the nominated records may be HR records and therefore may contain personal data. IMPORTANT - all scanning activity is subject to internal approval and the allocation of funding which could mean that we are unable to commit to delivering the specified pilot and/or rollout programmes.</p>	<p>The bid must provide a project plan and process maps to outline the strategy to be employed in delivering the pilot exercise (to commence within one month of notification from the Contracting Authority) within Year 1 of the contract term for volumes as detailed in Annex H, highlighting any limitations. The response will include as a minimum but not limited to: resource allocation, training provision, timescales, key activity milestones, illustration of the full end to end process from pre-scanning preparation to destruction of paper record following scanning, pilot review activity, reporting activity, associated consolidation activity and proposed SLA's (to show efficiencies against those for paper records as outlined in Annex E).</p> <p>The bid must provide a project plan and process maps to outline the strategy to be employed in delivering the rollout programme within years 2-5 and any extended term if invoked for the volumes detailed in Annex H, highlighting any limitations. The response will include as a minimum but not limited to: resource allocation, training provision, timescales, key activity milestones, illustration of the full end to end process from pre-scanning preparation to destruction of paper record following scanning, reporting activity, associated consolidation activity and proposed SLA's (to show efficiencies against those for paper records as outlined in Annex E).</p> <p>The bid shall provide a risk register and describe how risks will be managed covering the delivery of scanning services, electronic records management, secure transfer of records (both in bulk and individual on request), and destruction of paper records for the duration of the contract term to include both the pilot and rollout programmes.</p>

8.1	<p>The core requirement is for the provision of a UK wide Off-Site and/or On-Site Scanning Service utilising the Suppliers own premises (including Sub-Contractor premises) in the delivery of the Services, which shall include but may not be limited to:</p> <ul style="list-style-type: none"> • Scanning Services (Off and/or On-Site) • Document Scanning & Digitising of paper images (or other media as specified) • Archiving • Inventory software • On line customer access • Secure storage and access • Electronic Retrieval (Secure File Transfer Protocol) • Document Storage Solution Development • Disposal and Destruction • Risk assessment • Assurance • Management Information reporting • Ad hoc reporting • Exception reporting 	<p>It is anticipated that all scanning activity will be conducted off-site at the Supplier's premises.</p> <p>Once scanned, the Supplier shall upon authorisation of the Contracting Authority destroy the hard copy records in accordance with Section 9.13.1 of the Framework</p>	<p>The bid shall describe the full end to end process for the destruction of paper records after scanning, to include as a minimum but not limited to; seeking authorisation from the Contracting Authority, quality assurance checks, MI provision, timely (within 24 hours of request and 48 hours for bulk scanning) update to RIM system, provision of destruction certificates and consolidation activity.</p>
8.2	<p>The Supplier shall utilise its market expertise and knowledge to influence; work with and support Contracting Authorities' strategies in areas such as the optimisation or better use of digitised Material in line with governments digital by default agenda to maximise opportunities for savings and deliver added value.</p>	<p>It is anticipated that digitisation of records will realise savings over the contract term e.g. reduction in physical storage costs, retrieval costs, physical handling etc. should both the pilot project and roll-out be delivered</p>	<p>Added 07/12/2017 The bid should describe any innovative methods to manage the digitisation of Departmental records during the full term of the contract that maximises efficiencies and minimises the cost of records management activity during the course of the contract or at exit at the end of the contract term</p>
8.3	<p>The Supplier shall ensure that they are capable of providing services for varying volumes of paper Records into a digital format within the timescales specified by Contracting Authorities at the Call Off stage.</p>		<p>The bid shall confirm that they have the capacity to manage the volumes as set out in Annex H and any additional volumes limited to a value not exceeding 50% of the original contract value. The bidder shall describe any constraints and restrictions in managing additional volumes.</p>
8.4	<p>The Supplier shall collect and retrieve Records and their associated items from the Contracting Authorities premises for scanning purposes, unless otherwise specified by Contracting Authorities at the Call Off stage.</p>	<p>It is anticipated that all records for scanning will be held in the Supplier's storage facility, however should the records need to be transferred internally between Supplier sites, it is expected that these costs would be met by the Supplier.</p>	<p>The bid should confirm compliance with this requirement</p>
8.5	<p>The Supplier shall ensure that they have the necessary tools, processes, procedures and resource to convert document originals into formats including but not limited to: hand written notes; A0 wallcharts through to A5; mono and colour documentation; and bound notebooks.</p>		
8.6	<p>The Supplier shall save scanned documents into a pdf format unless otherwise specified by Contracting Authorities at the Call Off stage. The Supplier shall ensure that they have the ability to Record, Catalogue or number images when required by Contracting Authorities.</p>		

8.7	The Supplier shall have the ability to handle confidential information and demonstrate security procedures appropriate to the Contracting Authorities' requirements. The Supplier shall propose alternative and/or secure solutions to Contracting Authorities in its handling of documents, which meet both the security requirements and add value.		
8.8	PRE-SCANNING PREPARATION SERVICE		
8.8.1	The Supplier shall provide Contracting Authorities with a pre-scanning preparation Service which shall consist of the following as a minimum: <ul style="list-style-type: none"> • The Supplier shall ensure that Records are prepared for Scanning by removing all staples, paperclips, treasury tags and all other bindings leaving each piece of paper separate. • The Supplier shall also when necessary trim pages to prepare the Record for Scanning. The Supplier shall ensure that where it is necessary to undertake this activity it shall ensure that it is kept to a minimum and avoids removing text and other content of the page. 		
8.8.2	The Supplier shall ensure that during the Record preparation activity the documents and pages within the Record are kept in the same order as they were prior to the Record preparation activity being undertaken.		
8.9	RECORDS INFORMATION MANAGEMENT SYSTEM / DOCUMENT REPOSITORY SYSTEM (RM/DRS)		
8.9.1	The Supplier shall utilise the Contracting Authorities RM/DRS to digitally store scanned Records.	The Contracting Authority will consider all options available for digital hosting to include both supplier hosted and DfE hosted repositories.	The bid should provide full details of the Supplier hosted and managed repository; including but not limited to details on functionality, capacity, security, MI capabilities, retrieval/access, digital continuity arrangements, security, exit strategy and any additional added value and benefits. The bid shall provide details on the Supplier's ability to securely transfer scanned images (via Secure File Transfer Protocol) for the volumes at Annex H (and any additional volumes within 50% of the contract value) to the Contracting Authority for storage in the departmental repository and ongoing management by the DfE. The response should include any limitations, restrictions and any workarounds and provide assurance that the records have been removed from the Supplier's repository upon transfer.. The bid shall advise on any system capabilities required by the contracting authority in order to maintain the integrity and usability of the scanned images upon transfer.
8.9.2	The Supplier shall upon request scan the Records into Contracting Authorities RM/DRS, for single images this should be completed within 24 hours and for Bulk Scanning projects this shall be completed within 72 hours, unless otherwise specified by Contracting Authorities.		

8.9.3	<p>The Supplier shall ensure that the following information is indexed on the RM/DRS System for each Record to be scanned, unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • Supplier Reference number • Customer Reference number • Date and time Record Scanned • Destruction date • Description field 		
8.9.4	<p>The Supplier shall scan each Record individually and save the scan on the RM/DRS in the following format;</p> <ul style="list-style-type: none"> • File type: PDF (or otherwise specified) • Scan resolution: 300dpi (or otherwise specified) • Scan format: Black and White (or otherwise specified) • File name: RM/DRS Barcode number (or otherwise specified) 	<p>The Contracting Authority requires that scanned documents can be converted to PDF format that are capable of optical character recognition (OCR) searching</p>	<p>The bid should confirm compliance with this requirement and shall advise on any restriction or limitations and workarounds.</p>
8.9.5	<p>The Supplier shall ensure that each Scanned Record is a clear Image of the original Physical Record and complies in full with the formats as set out in 8.9.4, unless otherwise specified by Contracting Authorities.</p>		
8.9.6	Audit		
8.9.6.1	<p>The Supplier shall ensure that the process for uploading scanned images to Contracting Authorities RM/DRS provides an audit trail of all relevant activity which allows Contracting Authorities at Call Off level and the Authority at Framework level to undertake a full audit of related system activities.</p>		
8.9.7	<p>The Supplier shall ensure that the Record is scanned to ensure that it is demonstrably trustworthy in line with BS10008: Evidential weight and legal admissibility of electronic information, where specified by Contracting Authorities at the Call Off stage.</p>	<p>The Contracting Authority requires that the Supplier has a robust quality assurance programme in order to be able to authorise the destruction of paper records once scanned.</p>	<p>The bidder should provide their quality policy / plan containing full details of the quality assurance procedures.</p>
8.9.8	<p>The Supplier shall securely delete the Scanned Record from its own Records Information Management System within 28 days of the image being 'accepted' by the Contracting Authorities unless otherwise specified by Contracting Authorities or a digital storage or repository service is being provided.</p>		
8.9.9	<p>The Supplier shall provide the encrypted Scanned image(s) to Contracting Authorities via a hard drive, USB or DVD (or other Contracting Authorities specified media), if the image is not uploaded to Contracting Authorities or Supplier Records Information Management System.</p>		
9	MANDATORY REQUIREMENTS – FOR ALL SERVICE LINES 1 - 6		

<p>9.1 a)</p>	<p>RECORDS INFORMATION MANAGEMENT SYSTEM</p>		<p>The bid must confirm that the RIM system does not contravene the Equality Act 2010 and complies with WCAG V2 to 'AA' Standard http://www.w3.org/TR/WCAG20/</p> <p>The bid must confirm that the RIM system complies with ISO 9241-171:2008 (Ergonomics of human-system Interface).</p> <p>The bid must confirm that the RIM system is compatible with 'best of breed' assistive technologies. These are currently:</p> <ul style="list-style-type: none"> • JAWS V16 • Dragon V14 • Supernova Access Suite V12 • Zoomtext V10 <p>OR</p> <p>If the bidder is unable to confirm compliance with the above statement, the bid must confirm that the Supplier will be compliant with the standards outlined by no later than six months after contract commencement.</p>
<p>9.1 b)</p>	<p>The Supplier shall provide and maintain a Records Information Management System which shall have the capability to meet the requirements of the Authority and/or Contracting Authorities, as set out in this Framework Schedule 2.</p>	<p>The Supplier is expected to host the RIM system in line with the relevant service lines, that enables the effective, efficient, and timely management of all of the Contracting Authorities in-scope records to include but not limited to;</p>	<p>The bid shall describe how the RIM system operates through the full lifecycle of a record from intake and retrieval to destruction, to include any digitisation activity. Please provide flowcharts or other illustrative methods (e.g. screenshots) in your response.</p> <p>The bid will provide an implementation plan (in line with Call-off</p>

		<ul style="list-style-type: none"> • unlimited search capability to search all fields and metadata as detailed at 9.3.1.1 including an option to search multiple fields simultaneously • ability for Contracting Authority to tag bulk records e.g. assign an identical description to a number of records • searchable free text field • 'wild card' search functionality to identify items with incorrect titles/references • ability to create and save user defined reports • editing rights for Contracting Authority authorised personnel to make changes e.g. amend current file location • online retrieval of records • ability to add notes to RIM records • selectable reasons for permanent withdrawal and associated free text field to capture additional information • reporting on records due for destruction <p>The Supplier is required to implement a RIM system within 30 working days of the effective date, that meets the needs set out above and is tested in line with the approved test strategy.</p> <p>The Supplier will host the RIM system and provide access for at least 10 authorised Contracting Authority personnel.</p>	<p>Schedule 4) which demonstrates capacity to implement a RIM system within 30 working days of the effective date. The plan should cover 3 stages; 1. Getting ready for go-live on 1st May 2018 2. Completing the intake of records from the incumbent 3. An aspect that covers a pilot to move towards digitisation, with a subsequent implementation plan reflecting decisions taken</p> <p>The bid shall provide a draft test strategy and test plan in line with call off Schedule 5 which requires minimal fine-tuning and can be finalised within 20 working days of call-off commencement.</p> <p>The bid should confirm that the RIM system will be capable of the bulk updating of metadata held on the RIM system with a risk assessment provided for any limitations after 30 working days.</p> <p>The bid should confirm that the RIM system enables searches by all data fields and describes any limitations.</p> <p>NOTE: ALL plans provided must require minimal fine-tuning to ensure it can be finalised within the specified working days of call off commencement.</p> <p>The RIM system capability and usability will be validated by a site visit</p>
9.1.2	The Supplier shall manage all Records using the Records Information Management System, unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.1.3	<p>The Supplier shall ensure that the Records Information Management System is accessible via the internet and shall support the following, as a minimum:</p> <ul style="list-style-type: none"> · requests by any authorised personnel for action against specified Records; · other exchanges and/or exceptions; · routine exchanges. 		
9.1.4	The Supplier shall control and manage the electronic link between the Records Information Management System and the Contracting Authorities Users between 06:00 and 22:00 hours Monday to Friday, excluding UK Bank Holidays, unless		

	otherwise specified by Contracting Authorities.		
9.1.5	The Supplier understands and agrees that all information held in the Records Information Management System shall remain the property of Contracting Authorities and shall be made available to Contracting Authorities if required.		
9.1.6	The Supplier shall provide a telephone service between 08:00 and 18:00 hours Monday to Friday, excluding UK Bank Holidays as a minimum, to resolve enquiries where by any other means has failed (e.g. direct requests and communication exchanges through the Records Information Management System), unless otherwise specified by Contracting Authorities at the Call Off stage		
9.1.7	Records Information Management System – System Security		
9.1.7.1	The Supplier shall ensure that the Records Information Management System is developed, implemented and maintained in accordance with Contracting Authorities’ HM Government and CESG security standards and policies as set out in paragraph 9.1.7.9 of this Framework Schedule 2, unless otherwise specified by Contracting Authorities’ at the Call Off stage.	The Supplier is responsible for developing, implementing and maintaining a robust Security Plan that meets the requirements of the Security Policy set out at Schedule 7 of the Call-Off Framework and Contracting Authority Security Requirements and Clause 58 of SCHEDULE 14 OF THE DRAFT CALL OFF ORDER FORM AND CALL OFF TERMS INCLUDED IN THE TENDER DOCUMENT SET	The bid will provide a Security Policy and draft Security Plan in line with Schedule 7 that explains how the service will meet the security requirements. The bid will outline the approach for finalising and agreeing the plan with the Departmental Security Officer within 20 working days of the effective date. NOTE: The policy and plan provided must require minimal fine-tuning to ensure it can be finalised within 20 working days of call-off commencement.
9.1.7.2	The Supplier shall ensure the implementation of security controls and how they shall comply with ISO27001, CESG BCS, Cabinet Office Security Policy Framework and Industry best practice is documented, with associated security policies and standards as set out in paragraph 9.1.7.9 of this Framework Schedule 2.		The bid shall provide evidence of compliance and describe how compliance will be maintain during the call-off term.
9.1.7.3	The Supplier shall organise and facilitate a review of the Records Information Management System on an annual basis from the point at which it is accredited, unless otherwise specified by Contracting Authorities’ at the Call Off stage.		
9.1.7.4	The Supplier shall ensure that all Data, documentation and information stored on or transferred to the Records Information Management System is secured in a manner that is commensurate with the Government Security Classification Policy rating of ‘Official’ at all times, unless otherwise specified by Contracting Authorities.		
9.1.7.5	The Supplier shall conduct a Privacy Impact Assessment for individual Contracting Authorities where required, in line with the Privacy Impact Assessment Code of Practice, as specified by Contracting Authorities at the Call Off stage. https://ico.org.uk/media/for-organisations/documents/1595/pia-code-of-practice.pdf .	The initial assessment must be completed within 30 working days of Call-Off commencement, and then maintained during the term of this agreement.	The bid shall describe how the initial privacy impact assessment will be delivered within the timescales and how this will be monitored and maintained through the contract term.

9.1.7.6	The Supplier shall ensure that all security controls are traceable to risks or other requirements in line with Industry Standards, as specified by Contracting Authorities at the Call Off stage. The Supplier shall ensure that all security controls are fully specified in all documentation, including design and plans for secure operation.		
9.1.7.7	The Supplier shall produce a report which details the residual risks identified and shall secure acceptance in writing from the Contracting Authorities Senior Responsible Officer (SRO) in respect of the report.	The Supplier will disclose residual risks to the Contracting Authority, and obtain acceptance in writing from the their Senior Responsible Officer (SRO) in respect of the risks within 20 working days of Call-Off commencement.	The bid should describe how this requirement will be met, outlining the residual risks and detail how risk will be monitored and reported through the contract term.
9.1.7.8	The Supplier shall ensure that all Records Information Management System Data, documentation and information shall be protected from loss and access is controlled and restricted to Users with appropriate security clearance, as specified by Contracting Authorities at the Call Off stage.		
9.1.7.9	The Supplier shall ensure that the Records Information Management System is capable of withstanding Industry Standard penetration tests, which shall include an IT security check carried out in accordance with CESG policy and procedures. https://www.cesg.gov.uk/PolicyGuidance/Pages/index.aspx		
9.1.7.10	The Supplier shall ensure that access to the Records Information Management System is restricted and permissible to authenticated Users.	with access provided to authorised personnel.	
9.1.7.11	The Supplier shall ensure that the method used to provide access to the Records Information Management System shall not transmit or store security-related information (e.g. password) in such a way that it could be intercepted or accessed and used to gain unauthorised access, unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.1.7.12	The Supplier shall ensure that the Records Information Management System has functionality to enable management checks to detect, prevent and report upon attempts of unauthorised access and/or unauthorised changes to the Records Information Management System.		
9.1.7.13	The Supplier shall ensure that the Records Information Management System shall automatically identify all security incidents and produce a report documenting the incident, in addition to or in line with the requirements specified by Contracting Authorities.		The bid shall confirm that the Supplier will inform the Contracting Authority of alarm activated incidents within 24 hours and alarm activated incidents are routed to them via the escalation route specified at 9.20.13.2 and recorded on audit logs.
9.1.7.14	The Supplier shall ensure that the Records Information Management System enables an alarm function, in Real Time, which is not visible to the User and shall be activated by incidents specified by Contracting Authorities.		The bid shall confirm that the RIM system enables an alarm function, in Real Time, which is not visible to the User and as a minimum but not limited to shall be activated by unauthorised access and/or transactions. The bid shall detail any additional alarm functionality and any limitations

9.1.7.15	The Supplier shall ensure that alarm activated incidents are routed to a destination and recorded on audit logs, as specified by Contracting Authorities.		
9.1.7.16	The Supplier shall ensure that the Records Information Management System has functionality to detect, log out and report unauthorised User access made without authority and/or business need, as specified by Contracting Authorities at the Call Off stage.		
9.1.7.17	The Supplier shall undertake risk assessments to identify Data items and business processes which require encryption. The requirements of such risk assessments will be specified by Contracting Authorities at the Call Off stage.		
9.1.7.18	The Supplier shall ensure that the Records Information Management System employs encryption to Data which is transferred across a network or extracted by electronic means. The level of encryption shall be commensurate with the classification of OFFICIAL, or in line with the Contracting Authorities stated requirements.		
9.1.7.19	The Supplier shall ensure that software upgrades for operating systems and essential programs (such as backup software) are applied in accordance with Contracting Authorities specified timescales and requirements if they relate to security or operational weaknesses.		
9.1.8	Records Information Management System – Training		
9.1.8.1	The Supplier shall be responsible for the provision of training for the Records Information Management System through this Framework Agreement. The Supplier shall ensure that Contracting Authorities’ Users are fully appraised, ensuring effective use of the Records Information Management System, prior to a Call Off Commencement Date.	<p>Contracting Authority on-site training will take place in Manchester and/or Sheffield at least 20 days prior to the implementation of the system with additional training/guidance material provided following any system enhancements.</p> <p>Training will consist of as a minimum but not limited to:</p> <ul style="list-style-type: none"> • Two days face-to-face training prior to implementation of the system; • One day’s refresher/development training six months after contract commencement (if required) • Annual training refresher/development event. 	<p>The bid shall confirm compliance with requirements.</p> <p>The bid shall provide details of expected training requirements for all RIM system access permissions with example training material / guidance to illustrate.</p>
9.1.9	Records Information Management System – User Management and Security		

9.1.9.1	The Supplier shall ensure the Records Information Management System Records the following information on registered Contracting Authorities and Supplier Users and as minimum including the following Data fields in addition to or in line with the Contracting Authorities stated requirements.		
	· Primary user ID or User reference;		
	· Full name;		
	· E-mail address;		
	· User status (new, suspended, terminated, re-certification required, on-leave, etc.);		
	· Necessary dates (e.g. user account start, termination, last-changed, re-activation);		
9.1.9.2	· Group, job or other role/responsibility.		
	The Supplier shall enable Users and User groups with different authorisation and access levels to be set up on the Records Information Management System, unless otherwise specified by Contracting Authorities. This shall include but may not be limited to:	The Contracting Authority will require simultaneous access for up to 10 designated personnel from no later than contract commencement.	The bid shall describe the approach to user access to the RIM system and detail any limitations on user access. The bid shall provide screenshots which illustrate the various access levels visible by user groups at 9.1.9.2
	· administrative access to set up User access (creation, updating, suspending, de-suspending and deletion of User Profiles);	Nominated users external to the Contracting Authority can and will only be given access to the RIM system following approval by authorised Contracting Authority personnel.	
	· requestor access to request Records;	Access to the RIM System should be restricted and permissible only to authenticated Users. It is anticipated that as a minimum, 3 Contracting Authority personnel would require permissions to oversee and approve changes to RIM system.	
	· information amendment access;		
	· manual Destruction date amendment access;		
· system privileges.			
9.1.9.3	The Supplier shall ensure that User profiles/accounts must be designed around the User profile/role (hierarchy) matrix in addition to or in line with the Contracting Authorities stated requirements. For example – a request by a User to amend one thousand (1,000) Records to be ready for immediate Destruction, would require Contracting Authorities internal approval (i.e. be approved by the appropriate line manager), as specified by the Contracting Authorities at Call Off stage.		
9.1.9.4	The Supplier shall ensure the Records Information Management System shall enable the assignment of multiple User profiles.		
9.1.9.5	The Supplier shall ensure that Users access to the Records Information Management System reflects the User's profile access rights.		
9.1.9.6	The Supplier shall ensure that the Records Information Management System has the functionality to limit User access to a summary view only (e.g. no low-level audit details such as classification details).		

9.1.9.7	The Supplier shall ensure the Records Information Management System has functionality to allow the visibility of Users and groups of Users to Contracting Authorities, unless otherwise specified at the Call Off stage.		
9.1.9.8	The Supplier shall ensure that an advisory warning is displayed prior to initiating the logon process to the Records Information Management System. This message must inform the User that the use of the Records Information Management System is governed by a security policy, contravention of which may lead to internal disciplinary action or legal proceedings in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.9	The Supplier shall ensure the Records Information Management System shall have the functionality to enable 'logging out' of Users who have become frozen in the application without disrupting the Records Information Management System, unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.1.9.10	The Supplier shall ensure that the Records Information Management System shall enable the automatic timing out (logging out) of logged in Users after 10 minutes of inactivity on the Records Information Management System in addition to or in line with the Contracting Authorities stated requirements.	The Contracting Authority requires a window of 30 minutes before automatic logging out of users.	The bid shall confirm compliance with this requirement
9.1.9.11	The Supplier shall ensure the Records Information Management System shall automatically disable User accounts after a given period of inactivity, e.g. suspension following 30 days of inactivity in addition to or in line with the Contracting Authorities stated requirements; the Records Information Management System must notify Contracting Authorities Contract Management personnel accordingly.	The Contracting Authority requires the Supplier to provide a list of user accounts that have been inactive for 30 days or more as part of the management information produced for the monthly service review meeting. This list must include the user name, email address, actual number of days since the previous login attempt and the date that the report was generated. The decision whether to suspend/terminate accounts will be taken by nominated Contracting Authority personnel.	The bid shall confirm compliance with this requirement
9.1.9.12	The Supplier shall ensure the Records Information Management System shall advise the Users when they attempt to log-on that they are either suspended from the service or are not currently registered as a User. This shall include a message advising the reason i.e. suspension following 30 days of inactivity in addition to or in line with the requirements specified by Contracting Authorities.		

9.1.9.13	The Supplier shall ensure the Records Information Management System has the functionality to produce a report to identify all inactive accounts on a weekly basis in addition to or in line with the Contracting Authorities stated requirements.	The Contracting Authority requires the report to provide, at least, the following information: <ul style="list-style-type: none"> • User name • Last login date • Number of days since last login • Email address 	The bid shall confirm compliance with this requirement
9.1.9.14	The Supplier shall ensure that all Users of the Records Information Management System are security cleared to the appropriate level prior to them undertaking work on the Records Information Management System in addition to or in line with the Contracting Authorities stated requirements. As a minimum, a Baseline Personnel Security Standard (BPSS) or an equivalent of BPSS of all Supplier Personnel, all consultants and all contractors must be undertaken by the Supplier prior to access being allowed.		
9.1.9.15	The Supplier shall ensure that User accounts on the Records Information Management System are not shared.		
9.1.9.16	The Supplier shall ensure that controls are in place to issue temporary passwords and any other access mechanisms specified by Contracting Authorities, prior to granting Supplier Personnel with temporary access to the Records Information Management System.		
9.1.9.17	The Supplier shall ensure the Records Information Management System shall have a logon and authentication process to identify and authenticate Users before accessing each application.	The Contracting Authority requires the RIM system to have the functionality to enable management checks to detect, prevent and report upon attempts of unauthorised access and/or unauthorised changes to the RIM system.	The bid shall confirm compliance with this requirement
9.1.9.18	The Supplier shall ensure the password to access the Records Information Management System (as a minimum or in addition to or in line with the Contracting Authorities stated requirements must:		
	· not contain more than two consecutive duplicate characters;		
	· be a minimum of eight characters and not common words;		
	· frequency of change (which shall be specified by Contracting Authorities during the Implementation Period);		
	· should not be the same as the User ID or other Log-In Name;		
· be used for system-to-system authentication.			
9.1.9.19	The Supplier shall ensure the Records Information Management System shall enable Users to change their own password after re-entering their current password in addition to or in line with the Contracting Authorities stated		

	requirements.		
9.1.9.20	The Supplier shall ensure that the Records Information Management System shall enable Administrative Users to initialise or change passwords for Users, unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.1.9.21	The Supplier shall ensure the Records Information Management System shall require new passwords to be manually keyed in twice to avoid keying errors (copy and paste shall be prohibited) in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.22	The Supplier shall ensure that following set up of a User account the Records Information Management System instructs the User to change their password upon log on, unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.1.9.23	The Supplier shall ensure that the Records Information Management System shall prevent Users from selecting a non-compliant password. The Supplier shall ensure that password selection is compliant with the requirements specified by Contracting Authorities.		
9.1.9.24	The Supplier shall ensure that the Records Information Management System shall include a protection mechanism including automatically suspending the User account following three (3) consecutive unsuccessful login attempts in addition to or in line with the requirements specified by Contracting Authorities at the Call Off stage.		
9.1.9.25	The Supplier shall ensure the Records Information Management system shall provide a report to identify the number of unsuccessful log in attempts, including personnel number; name, location, reason and time login was attempted in addition to or in line with the Contracting Authorities stated requirements.	The Contracting Authority requires that this information is made available to nominated personnel prior to the monthly service review meeting, as part of the management information report.	
9.1.9.26	The Supplier shall ensure that all unsuccessful login attempts which results in invocation of login protection mechanism must be recorded and available for audit on the Records Information Management System in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.27	The Supplier shall ensure that passwords are not stored, transmitted or otherwise expressed by any process handling the password on the Records Information Management System including the authentication process in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.28	The Supplier shall ensure that password maintenance and audit processes, which unavoidably display passwords in the clear to do so at secured terminals viewable only by Authorised Users in addition to or in line with the Contracting Authorities stated requirements.		

9.1.9.29	The Supplier shall ensure the files containing encoded passwords to be kept hidden by the Records Information Management System in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.30	The Supplier shall ensure the Records Information Management System shall force the User to change their password at regular intervals (Contracting Authorities' Policy is thirty (30) calendar days) in addition to or in line with the Contracting Authorities stated requirements.	The current frequency of change approved for Contracting Authority login is 60 days.	The bid shall confirm compliance with these requirements
9.1.9.31	The Supplier shall ensure the Records Information Management System shall prompt Users to change their password prior to its expiry in addition to or in line with the Contracting Authorities stated requirements.	The Contracting Authority requires password change prompts to commence 5 (five) working days prior to the expiry date.	
9.1.9.32	The Supplier shall ensure the Records Information Management System shall prevent a User from simply re-entering their password rather than changing it and shall prevent re-use of a password already used by the User over the previous one hundred and eighty (180) days in addition to or in line with the Contracting Authorities stated requirements.	The Contracting Authority requires that changed passwords must not be the same as any of the previous 9 (nine) passwords for that user.	
9.1.9.33	The Supplier shall ensure that where a User's password or password change is not accepted, the User shall be presented with a pop-up message advising them of the reason for the error in addition to or in line with the Contracting Authorities stated requirements.		
9.1.9.34	The Supplier shall ensure all Records Information Management System application interfaces are configured to prevent the User RM System User/Administrator's passwords from being automatically populated in addition to or in line with the Contracting Authorities stated requirements.		
9.1.10	Records Information Management System – Incident Reporting and Resolution		
9.1.10.1	The Supplier shall ensure the Records Information Management System shall enable the reporting and the necessary functions to resolve any security incidents that arise in addition to or in line with the Contracting Authorities stated requirements. This shall include but not be limited to:	The RIM system will automatically identify all security incidents which the supplier will report to the Contracting Authority within 2 hours any RIM incidents including, but not limited to; RIM system failure, breach of Records Information Management protocols, Data loss, Data damage, Additional incidents as identified. Within 4 working hours the supplier will provide resolution timescales and workarounds during outage. The Supplier should carry out all RIM system maintenance outside office hours (08:00 - 18:00) except in the case of an emergency.	The bid must confirm compliance with this requirement and provide and outline of the system / operational procedures that will be used to identify and report an incident.
	<ul style="list-style-type: none"> · where systems have broken down; · individuals have acted in breach of any of the Records Information Management protocols. 		

9.1.10.2	<p>The Supplier shall ensure the Records Information Management System shall have the required functionality in place to limit the impact of any Records Information Management System Failure in addition to or in line with the Contracting Authorities stated requirements. This shall include but not be limited to:</p> <ul style="list-style-type: none"> • Protection of Data from loss; • Protection of Data from damage 		
9.1.10.3	<p>The Supplier shall ensure that in the event of any Records Information Management System downtime there are processes and resources in place to maintain the continuity of Records Information Management Services in addition to or in line with the Contracting Authorities stated requirements. The Supplier shall ensure that these processes are reviewed and updated on a minimum of six (6) monthly basis, unless otherwise specified by Contracting Authorities.</p>		
9.1.10.4	<p>The Supplier shall ensure the recovery process and their Data, is maintained throughout and ensure that both the Contracting Authorities and the Contracting Authorities information is protected against loss by the implementation of formal and agreed backup and restore procedures.</p>		
9.1.10.5	<p>The Supplier shall ensure that the backup of the Records Information Management System and all Data content must be automated and require no User intervention. The Supplier's restore process shall ensure that the security of the Records Information Management System and all Data content and their information is maintained throughout the process and that the information is protected against loss by the implementation of formal and agreed backup and restore procedures which meet the Contracting Authorities requirements, as set out in Section 10 – Standards of this Framework Schedule 2 or are in addition to or in line with the requirements specified by Contracting Authorities.</p>		
9.1.11	Records Information Management System – Disaster Recovery		
9.1.11.1	<p>The Supplier shall ensure that the documented procedures (technical and business) for complete transition for the invocation of Disaster Recovery should be documented in a simple step by step check list and stored at both the operational and Disaster Recovery Site in addition to or in line with the Contracting Authorities stated requirements.</p>		<p>The bid must provide a final draft of the Business Continuity and Disaster Recovery Plan in line with call off Schedule 8 which outlines the bidder's approach to disaster recovery in respect of the RIM system. The plan must require minimal fine tuning to enable Approval of the final plan within 30 working days of commencement.</p>
9.1.11.2	<p>The Supplier shall ensure that any unplanned downtime of the Records Information Management System is resolved within the following time periods in addition to or in line with the requirements specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • Severity Level 1 Incidents – within 4 Service Hours of the Incident being assigned to the Supplier; • Severity Level 2 Incidents – within 1 Service Day of the Incident being assigned to the Supplier; and • Severity Level 3 Incidents – within 5 Service Days of the Incident being assigned to the Supplier. 	<p>The Contracting Authority require that nominated personnel are advised of any unplanned downtime within 1 (one) hour of discovery and updated with regular progress,</p>	

9.1.12	Records Information Management System – Management Information (MI)		
9.1.12.1	The Supplier shall ensure the Records Information Management System shall support the production of Management Information required by both the Authority and Contracting Authorities to support the Record Information Management Service.	The Contracting Authority requires that only nominated personnel can access and produce Management Information reports, in line with the appropriate level of user authority.	
9.1.12.2	9.1.12.2 The Supplier shall provide management information in an electronic format through an electronic link between a Contracting Authorities' User and the Records Information Management System. The Supplier shall also provide hard copy reports when requested by Contracting Authorities.		
9.1.12.3	The Supplier shall ensure the Records Information Management System is capable of producing the Management Information as a minimum in the following formats:	The Contracting Authority preferred Management Information report format is Microsoft Excel.	
	• Excel;		
	• Access;		
	• CSV;		
	• Word; • PDF.		
9.1.12.4	The Supplier shall provide management information as specified by Contracting Authorities at the Call Off stage, which shall include but may not limited to:	<p>The Supplier is required to provide the following Management Information in Excel format, at least:</p> <ul style="list-style-type: none"> • the number of records held in store per month, • the number of records retrieved within a defined period, • the number of and details of destructions within a defined period, • details of records that are due to be destroyed within the next month / 6 months / 12 months • number of intakes per box / per file / per 	<p>The bid shall outline how the Supplier will meet this requirement and provide sample reporting that illustrates the format and the value of the MI in identifying value added opportunities, e.g. continuous improvement, cost savings and efficiencies.</p> <p>The bid shall outline how ad-hoc MI requests will be managed and will highlight any limiting factors.</p> <p>The bid must acknowledge that the Contracting Authorities management information requirements may change and the bidder must confirm that they will cooperate with them to seek solutions within an agreed timeframe.</p> <p>The bid shall provide a model RIM continuous improvement plan</p>
	<ul style="list-style-type: none"> • the number of Records held in store; 		

	<ul style="list-style-type: none"> the number of Records retrieved within a defined period; and 	<p>record,</p> <ul style="list-style-type: none"> identification of inactive records / period of inactivity, volumes / details of transportation activity, SLA including exception reporting, records scanned, archiving activity, records transferred to TNA, storage capacity management, quarterly highlight report additional ad-hoc reporting as requested additional value added reporting as suggested by the supplier, RIM user activity as specified at 9.1.9.25 Mid-year review and forecast report - 6 months from date of commencement. 	<p>for discussion, review and completion quarterly.</p>
	<ul style="list-style-type: none"> details of Records that are due to be destroyed. 	<p>The Contracting Authority require MI on destructions on a monthly basis and within 20 working days of the destruction.</p> <p>MI should contain at least but not be limited to:</p> <ul style="list-style-type: none"> the number of files and boxes destroyed, costs of destruction activity quantity of miscellaneous material (unit of measure to be agreed), storage space realised and monthly storage cost saving, consolidation activity undertaken as a result. 	
9.1.12.5	<p>The Supplier shall provide Contracting Authorities with access to the Records Information Management System to view Real Time information and create and extract management information reports, unless otherwise specified by Contracting Authorities at the Call Off stage.</p>		
9.1.13	Records Information Management System – Audit Requirements		
9.1.13.1	<p>The Supplier shall ensure that the Records Information Management System provide an audit trail of all relevant activity which allows the Contracting Authorities at Call Off level and Contracting Authorities at Framework level to undertake a full audit of related system activities.</p>		
9.1.14	Records Information Management System – Audit Security Standards and Policies		

9.1.14.1	The Supplier shall ensure that audit functions in the Records Information Management System comply with the Contracting Authorities departmental Information System Security Standards (System Security Policy) as specified by Contracting Authorities at the Call Off stage.		
9.1.14.2	The Supplier shall ensure that audit trails are protected to the same level as the information handled by the Records Information Management System.		
9.1.15	Records Information Management System – Inventory and Audit Trail Requirements		
9.1.15.1	The Supplier shall ensure that the Records Information Management System has functionality to maintain a complete and accurate Real Time Record for each item held in storage, including all identifiable details as specified by Contracting Authorities' at the Call Off stage.		
9.1.15.2	The Supplier shall ensure that comprehensive, complete and accurate Records of all "functions" and User activity required in the intake, retrieval, archive, disposal, Destruction or changes to control Data. A minimum Record shall be kept of:		
	• Identifiers for Records or item requested;		
	• The date, time and source of the request;		
	• The action carried out and the date completed;		
	• Contracting Authorities identifiers for item passed for archive, Destruction or disposal;		
• Date destroyed			
9.1.15.3	The Supplier shall ensure that they retain full and accurate Records of authorisation and security actions in relation to the above functions.		
9.1.15.4	The Records of any items destroyed shall be kept for a period agreed between the Contracting Authorities and the Supplier (to be identified during Call Off stage and/ or implementation) and must take the form of a secure electronic audit trail.		
9.1.15.5	The Supplier shall be required to follow the process for retaining and archiving Contracting Authorities data specified by the Contracting Authorities.		
9.2	STORAGE REQUIREMENTS	The Contracting Authority reserves the right to undertake an inspection of the premises to validate the Supplier's bid response including but not limited to capacity and conditions prior to contract award	The bid should describe the conditions in which records (including inactive) will be kept and confirm that these comply with current standards on records storage including but not limited to; environment, security and health and safety.
9.2.1	The Supplier shall have the capacity and capability to store the following items, as a minimum:		
	• Boxes of Records and Items;		
	• Records;		

	<ul style="list-style-type: none"> • Documents; • Paper; • Forms; • Legal documentation; • Evidence photographs; • Microfilm; • Maps; • X rays; • Fragile and vulnerable items 		
9.2.2	<p>9.2.2 The Supplier shall have the capacity and capability to store:</p> <ul style="list-style-type: none"> • Boxes containing Records or documents with or without identifying details marked on the boxes and/ or Records; • Records marked with or without identifying details marked on the covers; • Items with or without identifying details marked on to be placed in or associated with a Records already in store. 		
9.2.3	<p>The Supplier shall have the capacity and capability to store items in line with Contracting Authorities' requirements, which shall include but may not be limited to: physically in Boxes; Records; open-shelf and/or alphabetically. The storage requirements will be specified by Contracting Authorities at the Call Off stage.</p>	<p>The Contracting Authority currently stores all registered files in boxes.</p> <p>The Contracting Authority is willing to consider alternative proposals, that improve efficiency and service.</p>	<p>ADDED 07/12/2017 The bid should describe any alternative, innovative methods of storing DfE records to improve efficiencies, maximise storage space and reduce costs across the full range of service delivery areas</p> <p>The bid should describe any innovative methods of reducing costs across the full range of service delivery areas and create efficiencies and provide an estimate to illustrate the savings that could be realised</p>
9.2.4	<p>The Supplier shall ensure that the Records location and movement history are recorded and made available within the Records Information Management System on a real time basis.</p>		
9.2.5	<p>The Supplier shall ensure that Boxes are uniquely identifiable (e.g. barcode reference) to show the contents and Common Destruction Date, subject to arrangements agreed in advance and in writing between Contracting Authorities and the Supplier.</p>		
9.2.6	<p>The Supplier shall populate up to five Data fields per Record for Record identification purposes on the Records Information Management System, unless otherwise specified by Contracting Authorities. The content of the Data fields shall be specified by Contracting Authorities at the Call Off stage</p>		

9.2.7	The Supplier shall have the capability to store alternative materials including but not limited to: electronic media; Data tape; digital Data; evidence; samples and fragile and/or vulnerable items when requested by Contracting Authorities. The specific requirements will be specified by Contracting Authorities at the Call Off stage and chargeable to Contracting Authorities.		
9.2.8	The Supplier shall propose to Contracting Authorities the most cost effective and efficient means of storage to meet Contracting Authorities' requirements, however Contracting Authorities will specify modes of storage at the Call Off stage. The Supplier shall pay particular attention to assuring that modes of storage mitigate future Exit requirements (e.g. time, cost and location).		
9.2.9	The Supplier shall use their market knowledge to ensure they comply with any specific or appropriate standards for storage and/ or Disposal of such Items (e.g. Human Tissue Authority Codes of Practice).	The Supplier must advise the Contracting Authority of any changes in standards that require differing the approach to storage and/or disposal within 5 (five) working days of the discovery.	
9.2.10	The Supplier shall protect Records in storage from deterioration, including but not limited to protecting Records from:		
	• Water damage;		
	• Fire and smoke damage;		
	• Chemical substance damage;		
9.2.11	The Supplier shall provide specialised storage for large volumes of Material which require specialist environmental controls, when requested by Contracting Authorities at the Call Off stage. This shall include but may not be limited to:		
	• Secret or Top Secret storage and Service Levels		
	• BSI PD 5454 Guide for the Storage and Exhibition of Archival materials		
9.3	INTAKE (New and Existing Records) AND RETRIEVAL		
9.3.1	The Supplier shall provide an Intake and Retrieval Service for Records stored, which shall include:	<p>Bidders should note that the incumbent supplier has estimated that extraction of records for current volumes of boxes will take 248 working days with simultaneous removal of records from the system taking 224 days based on 2,500 files per day.</p> <p>The Supplier will be required to collect records from the incumbent supplier facilities as set out at Annex A.</p> <p>The incumbent supplier will provide a</p>	<p>INITIAL INTAKE (TRANSITION) AT CALL-OFF COMMENCEMENT</p> <p>Physical Records The bid should describe how the Supplier will prepare for the intake of existing Departmental records from the incumbent supplier's sites, detailed at Annex A within the timescales at Annex B, and in line with the incumbents exit timelines, so that they are able to provide access to transferred records from 30 working days from call-off commencement.</p> <p>The bidder must demonstrate that they have the capacity and</p>

		<p>database download of all activity 1 week before commencement of the uplift by close of business on the day before sending</p> <p>The Contracting Authority is seeking innovative, low cost solutions from suppliers on how it can minimise costs to implement a new contract</p>	<p>capability to collect and store the volume of records at Annex A within the timescales stated at Annex B. Your response should include a detailed resource plan and project plan in line with the timescales at Annex B. This requirement will be validated by a site visit</p> <p>The bid should set out how intake will be managed during the transition period including but not limited to; hand over from the current incumbent and chain of custody management, secure transportation to supplier(s) premises, extracting the transported records, provision of appropriate storage, setting up systems/barcoding to track documents, management of MI, anomalies and inaccuracies and quality assurance processes etc.</p> <p>The bid must include any limitations on service delivery during the transition period.</p> <p>RIM Records</p> <p>The bid shall describe how data held by the current incumbent supplier shall transfer to the Supplier's control 5 working days before commencement of uplift, that the currency and integrity of records and RIM system data is maintained. The bid should confirm whether the supplier will continue to use the barcodes already allocated to existing records and if not that the legacy barcode can be added to the RIM system as an additional field.</p> <p>The Contracting Authority is seeking a value for money approach to the intake of records, and the bid should quantify and explain how value for money is being achieved.</p> <p>Please provide relevant flowcharts or other illustrative methods in your response.</p> <p>* The Contracting Authority reserves the right to take up alternative transportation arrangements.</p>
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9.3.1.1	Intake (New Record)	<p>The Supplier should have the capacity to manage intake from all sites detailed in Annex C on an ad hoc basis.</p> <p>There will be a 30 working day embargo on intake of new records after Call Off commencement to enable implementation of Supplier systems and processes.</p>	<p>INTAKE OF NEW (PHYSICAL) RECORDS (BAU)</p> <p>The bid should describe how the Supplier will manage the intake of new records describing key areas of service delivery including but not limited to; chain of custody management, secure transportation to supplier(s) premises, extracting the transported records, provision of appropriate storage, setting up systems/barcoding to track documents and quality assurance processes to enable access to transferred records from 30 working days from call-off commencement.</p> <p>The bidder should provide a detailed resource plan highlighting any limitations to demonstrate that they have the capacity and capability to manage the cost effective collection of new records from the Contracting Authority within agreed SLA's at Annex E.</p> <p>This requirement will be validated by a site visit</p>
	<ul style="list-style-type: none"> • Initial Registration of Record on Records Information Management System within 24 hours; 		<p>The bid must outline how the Supplier will ensure that the record details are entered on to the RIM system within 24 hours of collection and all of the required metadata is captured, including but not limited to information below:</p> <ul style="list-style-type: none"> • Supplier record identifying details • Prefix • Reference • Title • Last action • Next action • Next action date • Opened date • Closed date • Destruction / review date • Date of birth (for personnel records) • Date of last activity • Status (i.e. in store, out of store, destroyed, etc.) • Current holder • Location <p>The bid should fully describe how a unique identifier (e.g. barcode) and supporting processes / systems will be used to record and track records from intake to destruction. recording the following information from the records as a minimum:</p>
	<ul style="list-style-type: none"> • Place Record to shelf. 		

9.3.1.2	Intake (Existing Record)	<p>The Contracting Authority requires provision of transportation for delivery of records to Contracting Authority authorised sites.</p> <p>The Contracting Authority requires paperwork to be linked to and inserted into an existing file as instructed and files to be linked to existing records in storage.</p>	<p>The bid should describe how the Supplier will manage the intake of existing records and provide service access to these records from 30 working day from call-off commencement including but not limited to; chain of custody management, secure transportation to supplier(s) premises, extracting the transported records, provision of appropriate storage, setting up systems/barcoding to track documents and quality assurance processes etc.</p> <p>The bidder must demonstrate that they have the capacity and capability to collect existing records from the Contracting Authority within agreed SLA's. Your response should include a detailed resource plan and project plan.</p> <p>Linking and Inter-filing:</p> <p>The bid should describe how paperwork sent into storage is collected from Contracting Authority sites at Annex C, linked to and inserted into an existing file by the next working day; outlining any Contracting Authority obligations. This requirement will be validated by a site visit</p>
	<ul style="list-style-type: none"> • Arrange collection and transport back to Records Store (unless otherwise specified by Contracting Authorities at the Call Off stage); 		
	<ul style="list-style-type: none"> • Update Record return on the Records Information Management System within 24 hours; 		
	<ul style="list-style-type: none"> • Place Record back to shelf. 		
9.3.1.3	Retrieval	<p>Retrieval is required to be available to all sites detailed in Annex C on an ad hoc basis.</p>	<p>The bid shall explain the process for managing the retrieval of records. This shall include the process for the Contracting Authority to make a request, and then the subsequent delivery stages to the point that the retrieved record(s) is/are handed over to the Contracting Authority. This requirement will be validated by a site visit</p> <p>The Contracting Authority expects that records will be delivered by the supplier in accordance with KPI's at Annex E.</p>
	<ul style="list-style-type: none"> • Pick Records , Boxes and Supporting documents from shelves (or pallets) from the storage area within the Records Store;• 		
	<ul style="list-style-type: none"> • Update Record movement on the Records Information Management System within 24 hours; 		
	<ul style="list-style-type: none"> • Prepare Records, Boxes and Supporting documents for transportation via its own or the Contracting Authorities Courier service. 		
9.3.2	<p>The Supplier shall accept requests for Intake and Retrievals via the Records Information Management System and ensure that the accurate status of the Record is recorded at all times e.g. if a Record is permanently withdrawn by Contracting Authorities the status of that Record is reflected as such on the Records Information Management System.</p>	<p>The Contracting Authority requires automatic flag, identification and retrieval of records with an action date and associated action requiring retrieval.</p> <p>The Contracting Authority also requires records ready for retrieval will be held until confirmation is given that the files are needed,</p>	<p>The bid should describe how records can be automatically flagged, identified and retrieved for Contracting Authority action at a given date.</p> <p>The bid should also describe how flagged records ready for retrieval will be held until confirmation is given that the files are needed, with automatic retrieval flags reset if not required.</p>

		with automatic retrieval flags reset if not required.	
9.3.3	The Supplier shall accept Intake and Retrieval requests via telephone, post, email and facsimile, in the event that the Records Information Management System is unavailable to the User.	The Contracting Authority requires that all requests for intake and retrieval made via the methods described under 9.3.3 are logged on the RIM system within 24 hours. The Supplier must ensure that the requestor has the necessary user authorisation to make a request.	The bid must detail how requests should be made in the event of unavailability of the RIM system and confirm that this does not affect agreed SLAs.
9.3.4	The Supplier shall ensure that telephone requests for Retrievals require a confirmation email prior to the Supplier releasing the Record to a business area.		
9.3.5	The Supplier shall ensure that Intake and Retrieval requests are recorded and traceable in the Records Information Management System within 1 hour of the Records Information Management System becoming available, unless otherwise specified by Contracting Authorities at the Call Off stage.	The Contracting Authority expects that records will be available for retrieval and transport by the Supplier within 24 hours.	
9.3.6	The Supplier shall implement and manage formal procedures to prevent the dispatch of Records to any location which has not been designated as an agreed delivery Site. The Supplier shall have robust procedures in place to ensure that Records dispatched from the Site are only sent to authorised recipients of the Contracting Authorities. The Contracting Authorities shall provide a designated site and a list of nominated authorised recipients, at implementation and ensure this is updated periodically.	The Contracting Authority has provided a list of authorised sites, correct as of 01 April 2017, at Annex C. The Contracting Authority reserves the right for their nominated personnel to approve additional sites and deactivate current/future sites as are necessary.	
9.3.7	The Supplier shall keep all Records delivered to and from the Contracting Authorities premises secure until they are transferred to the Contracting Authorities representative or placed back into the Records Store.		
9.3.8	The Supplier must provide a scanning service for any Record that is suitable for electronic transmission within the timescales specified by the Contracting Authorities e.g. a scan on demand service.	The Contracting Authority does not currently routinely scan records. We may require a scanned copy of a record and/or document within a record rather than retrieval of the paper record to the timescales at 8.9.2..	The bid shall describe the end to end scan on demand process.
9.3.9	The Supplier shall re-shelve all Records back to the (original location) Records Store and optimise the use of space e.g. box consolidation when returning the Record back to the Records Store, within the specified timescales by the Contracting Authorities.	The Contracting Authority requires a proactive approach to consolidation of records following retrieval and destruction to optimise storage space and maximise opportunities for savings and delivering added value. The Contracting Authority requires any	The bid shall describe how it will ensure proactive consolidation and timely destruction to optimise storage space with KPI reporting on a monthly basis outlining capacity rates achieved and any savings realised.

		consolidation activity undertaken as a result of destruction to be completed within 5 working days of destruction activity.	
9.4	WEEDING		
9.4.1	<p>The Supplier shall provide a weeding service upon instruction by Contracting Authorities, which shall include but shall not be limited to:</p> <ul style="list-style-type: none"> • removal of specified items; • removing information relating to a specified time period within agreed timescales • Destruction of the removed Items 	The Contracting Authority does not currently employ a weeding services.	The bid should include the bidder's proposals for how the weeding service would be carried out.
9.4.2	The Supplier shall replace all incorrectly filed Records identified as part of the Weeding process, to their original location.		
9.4.3	The Supplier shall ensure that all incorrectly marked Boxes within the store, identified as part of the Weeding process are correctly marked as specified by Contracting Authorities at the Call Off stage.	<p>The Contracting Authority requires that the Supplier seeks authorisation from nominated Contracting Authority personnel prior to amending any details on the boxes.</p> <p>The Supplier must update the RIM system with the corrected information within 24 hours of amending the details.</p>	
9.4.4	The Supplier shall utilise its market expertise and knowledge where appropriate to influence; work with and support Contracting Authorities' strategies in areas such as the optimisation of Physical Storage requirements, including the opportunity for the reduction of volumes; management of retention and disposal/ Destruction strategies; and optimisation or better use of digitised Material in line with the governments digital by default agenda to maximise opportunities for savings and deliver added value.		
9.5	BULK OPERATIONS		
9.5.1	<p>A Bulk Operation shall include but may not be limited to the following requirements:</p> <ul style="list-style-type: none"> • a specific written request from Contracting Authorities for a particular task to be undertaken as a one-off piece of work; • a prioritised task with defined objectives and set timescales; • an achievable task which agreed between the Contracting Authorities and the Supplier; • a task performed outside and in addition to normal operations; • a task performed for a limited (defined) period of time. 	<p>The Contracting Authority may require a bulk transfer of inactive records e.g. where Machinery of Government Changes cause changes to data ownership and closure of offices.</p> <p>The Contracting Authority works collaboratively with other departments to ensure records are managed under the appropriate department. This may required the transfer in/out of a large volume of records.</p> <p>The Contracting Authority employs third-party contractors to deliver educational services and</p>	The bid should outline how the Supplier will undertake requests for bulk operations including bulk updates on the RIM system and how cost transparency (in line with Framework rates) for variable volumes can be assured at call off commencement. The bid should detail a scalable model for bulk transfer activity timelines.

		occasionally requires the collection of records from the contractor.	
9.5.2	<p>The Supplier shall undertake all necessary activity in connection with requests for Bulk Operations, when requested by Contracting Authorities, as part of its day to day activities, wherever possible and shall maximise available resources. This shall include but may not be limited to:</p> <ul style="list-style-type: none"> • Bulk intake or retrieval of Records (e.g. organisational re-structuring or re-organisation); • Bulk uplift of Records, re-filing, Data integrity, Data cleansing, Data capture; • Bulk marking of Records (physical or on the Supplier's Records store control mechanism e.g. Records marked "not for destruction" after a Destruction embargo; • Bulk Destruction of Records on the explicit instruction of the Contracting Authorities authority (e.g. on the lifting of a Destruction embargo); • Bulk changes of ownership of Records (e.g. on internal re-organisation) 		
9.5.3	Operations shall be arranged through the Contracting Authorities Contract Manager and Service Levels shall be determined prior to the Call Off stage.	The bidder should note that bulk exercises vary in the requirements and can require short notice.	
9.6	AD-HOC FUNCTIONS		
9.6.1	The Supplier shall carry out additional Storage related ad-hoc functions in response to requests made by the Contracting Authorities Contract Management Team. Such requirements will be specified by Contracting Authorities at the Call Off stage, which shall include but may not be limited to:		
9.6.1.1	<p>Urgent Document Retrieval</p> <ul style="list-style-type: none"> • Urgent Document Retrieval (File or box) on request, a File or Box held in store may need to be retrieved urgently and sent to the specified User. A list of 'authorised' delivery addresses/Users shall be specified by the Contracting Authorities and updated amended as necessary. 	The Contracting Authority requires that authorisation must be received from nominated Contracting Authority personnel prior to ad hoc services being carried out, where the service results in additional expenditure accruing.	
9.6.1.2	<p>Information retrieval</p> <ul style="list-style-type: none"> • Information retrieval – Image On request, the image of a specified document contained in a Record shall be sent to the person requesting it. (A scanned image is preferred, but FAX is possible and in some circumstances may be specifically requested by the User). The Supplier shall comply with the individual Contracting Authorities policies/guidelines on the sending of customer/employee personal information if the information is sent by email over the Internet. 		
9.7	DOCUMENT MAINTENANCE		

9.7.1	The Supplier shall be responsible for maintaining all stored items to an acceptable level; this shall include but may not be limited to:		
9.7.1.1	The Supplier shall ensure that Records do not become damaged whilst in the Store.		
9.7.1.2	The Supplier shall replace badly Damaged Boxes when they are identified in Store.		
9.7.1.3	The Supplier shall immediately replace Damaged File covers in addition to replacing all required labelling and Barcodes, when any Damage is identified.		
9.7.1.4	The Supplier shall immediately replace Damaged Boxes, in addition to replacing all required labelling and Barcodes, when any Damage is identified.		
9.7.1.5	The Supplier shall Put Away all incorrectly filed Records to their correct location within the Store as soon as it is discovered that they have been misfiled. The Supplier shall also ensure that the correct Unique Location is recorded on the Records Information Management System in Real Time.		
9.7.1.6	The Supplier shall ensure Records within the File Store are uniquely marked in accordance with Contracting Authorities instructions. In the event that a Supplier identifies any Records or Items that are not uniquely marked, the Supplier shall take immediate action to provide the Unique Reference in accordance with the Contracting Authorities instructions.		
9.7.1.7	The Supplier shall ensure that the Destruction date attached to each Record is recorded accurately on the Records Information Management System, at all times.		
9.7.1.8	The Supplier shall take all necessary action to rectify the incorrect Destruction date where a Record is identified by the Supplier as having been incorrectly marked or having an incorrect Destruction date, in line with Contracting Authorities instructions, as soon as the inaccuracy has been identified.	The Contracting Authority requires that the supplier seeks authorisation from nominated Contracting Authority personnel prior to amending any destruction dates on records. The Supplier must update the RIM system with the corrected information within 24 hours of amending the detail.	The bid should confirm compliance with this requirement
9.7.1.9	The Supplier shall seek instruction from the Contracting Authorities Contract Manager for any Non-Conforming Records found in the Store.		
9.7.3	The Supplier shall provide monthly reports or at a frequency specified by the Contracting Authorities, on Records maintenance activity, particularly where a charge is incurred.	The Contracting Authority requires that an itemised report on records maintenance activity is included in the management information report to be prepared for the monthly service review meeting.	
9.7.4	The Supplier shall notify the Contracting Authorities in advance of replacement of Damaged Records, so that the Contracting Authorities may decide on the appropriate course of action to be taken, if requested by Contracting Authorities.		
9.8	CONSUMABLE ITEMS		

9.8.1	The Supplier shall provide with Consumables to the Authority and/or Contracting Authorities if required to fulfil the requirements of a Call Off Contract. This shall include but may not be limited too;	The Contracting Authority will require the Supplier to hold a supply of consumables.	The bid should detail how the provision of consumables will be managed in line with the Departmental requirements and patterns of business activity.
	• Boxes;	The Contracting Authority delivery of consumables ordered by their personnel from the Supplier and delivered to Contracting Authority and other approved sites (see Annex C) within 24 hours (next day) or 3 working days (standard).	
	• Barcodes;		
	• Euro Pallets;		
	• British Standard Pallets;		
	• Elastic bands;		
	• Shrink wrap;		
	• Parcel Tape		
	• Tags (Plastic);		
• Media Transfer Case;	The Supplier must report provision and use of consumables as part of the monthly management information report within 5 working days after the end of each month.		
• Security Seals			
9.9	MISSING RECORD PROCEDURE		
9.9.1	The Supplier shall comply with the Contracting Authorities requirements regarding the provision of a missing record procedure that shall as a minimum include a process for locating missing Records, recording of issues and an escalation process.	<p>The Contracting Authority requires the Supplier to notify nominated Contracting Authority personnel of the loss of a record, by email, within 24 hours of the loss having been identified.</p> <p>The Supplier must update the RIM system to identify the record as being lost, the date of discovered loss and the date of reporting to the Contracting Authority.</p>	The bid should describe the controls that will be used in all key stages of the record management process to mitigate against and manage missing records, both physical and those held on the RIM system in accordance with KPI's at Annex E .
9.1	TRANSPORT		
9.10.1	The Supplier shall comply with the transport requirements of Records to and from the Sites/Stores as specified by Contracting Authorities at the Call Off stage.	The Contracting Authority's sites are detailed in Annex C.	
9.10.2	The Supplier shall transport Records between the Store and the Contracting Authorities operational Sites where required, as specified by Contracting Authorities at the Call Off stage, Including;	The Contracting Authority sites are detailed at Annex C. NOTE. These sites will be subject to change during the contract term. In addition to these sites there may also be a requirement to transport records to/from nominated 3rd party locations where ownership of records defers to/from the Contracting Authority due to Machinery of Government changes.	The bid should detail how you propose to effectively and efficiently manage the secure transportation of records from/to Contracting Authority and nominated third party locations within the timescales stated.
	• One (1) week delivery		

	<ul style="list-style-type: none"> Next day delivery 	<p>The Contracting Authority requires that next day delivery to the required location is by 17:00 and collection from the required location is by 17:00 (and returned to shelf by 12:00 the following day). The RIM system must be updated so that the records collected/delivered are updated to the correct location by 12:00 the following day.</p> <p>The Contracting Authority requires that the Supplier offers morning and afternoon slots for delivery/collection, as a minimum.</p> <p>Contracting Authority transportation requests per year are averaging:</p> <ul style="list-style-type: none"> One week delivery – 0 Next day delivery – 592 Same day delivery – 1 Two hour delivery – 1 	
	<ul style="list-style-type: none"> Same day delivery 		
	<ul style="list-style-type: none"> Two (2) hour delivery 		
9.10.2.1	The Supplier shall ensure that transportation is provided in the most efficient manner wherever possible or as part of an established, pre-scheduled or routine set of delivery routes.	The Contracting Authority is seeking innovative solutions which minimise the costs of transportation whilst maintaining deliveries commensurate to patterns of business activity.	The bid should detail how innovation will realise efficiencies and optimise transportation schedules
9.10.3	The Supplier shall ensure that all deliveries of Records sent to the Contracting Authorities Site(s) are accompanied by a packing slip detailing the Records that have been transported.		
9.10.4	The Supplier shall deliver Records to Contracting Authorities within secure and unmarked packaging (e.g. not stating the Contracting Authorities name).		
9.10.5	The Supplier shall track and trace all Records being transported between the Store and the Contracting Authorities declared operational Sites.		
9.10.6	The Supplier shall be able to provide the Contracting Authorities with real time routing information for the vehicle in which the Record is travelling and if requested provide the Contracting Authorities with information on a Records location whilst in transit.		
9.10.7	<p>The Supplier shall transport Records in a secure manner which mitigates risk, including but not limited to, the risks of;</p> <ul style="list-style-type: none"> Theft of Records; 		

	<ul style="list-style-type: none"> • Unauthorised access to Records; • Copying of Records; • Alteration of Records; • Substitution of Records; • Disclosure of Records; • Damage to Records. 		
9.11	INACTIVE RECORDS	<p>The bidder should note that the Contracting Authority does not currently have an inactive records policy, but is seeking to implement one that maximises costs savings on storage for records that are not routinely used. We estimate approximately 95% of the Contracting Authorities files are inactive for a period of at least one year. [based on file retrieval carried out over the preceding two years (Mar 2015-Feb 2017)]</p> <p>Contracting Authority approved records will be transferred from active storage to inactive storage within 20 working days or sooner of the instruction being sent to the Supplier and provide confirmation that the transfer has been completed.</p> <p>Retrieval of inactive records should be available on a 'urgent' (2 hours), 'standard' (next day), and 'permanent withdrawal' basis.</p>	<p>The bid should describe how the Contracting Authorities inactive records that have been inactive for 12 months or more will be proactively identified and managed through the full lifecycle of a record from intake to the identified destruction date.</p> <p>The bid must describe how the Supplier will manage a bulk transition of active to inactive records 18 months after contract commencement.</p> <p>The bid should detail benefits and efficiencies to be delivered by the approach to inactive storage.</p>
9.11.1	The Supplier shall ensure that the Records location and movement history and all Touch Points are recorded and made available within the Records Information Management System on a real time basis, unless otherwise instructed by Contracting Authorities.		

9.11.2	<p>The Supplier shall provide Contracting Authorities with a quarterly report, or at a frequency specified by Contracting Authorities at the Call Off stage, that identifies any Active Records that have not been retrieved from Storage for a period of at least 12 months.</p>	<p>The bidder should note that the report referred to must be provided to nominated Contracting Authority personnel within five working days of the end of each quarter, in Microsoft Excel or other format stipulated during the contract term.</p>	<p>The bid should confirm that inactive records will be identified, reported upon and referred to Contracting Authority personnel to approve reclassification as inactive.</p> <p>The bid must confirm that the supplier will report this information, and apprise the Contracting Authority of the detail contained in Para 9.15 of the Framework Agreement, on a quarterly basis, within 5 working days of the end of each quarter and specifically to include:</p> <p>Barcode</p> <ul style="list-style-type: none"> • Record prefix • Record reference number • Title • Destruction date • Review date • Date of last recorded action <p>If the inactive records are unidentifiable at the point of intake, the bid should confirm that the supplier will produce and provide within 13 months of contract commencement a report detailing the number of records remaining inactive during the preceding 12 months to include Contracting Authority prescribed metadata including, but not limited to:</p> <p>Barcode</p> <ul style="list-style-type: none"> • Record prefix • Record reference number • Title • Destruction date • Review date • Date of last recorded action <p>And on-going during the contract term within five working days of the end of each quarter.</p>
9.11.3	<p>The Supplier shall pro-actively manage the transition of identified Records to inactive or archived Storage and the associated rates following approval from Contracting Authorities. The Supplier shall manage this area on behalf of both Contracting Authorities at a framework level and the Contracting Authorities at a Call Off level.</p>		<p>The bid should confirm that the Supplier will transfer Contracting Authority approved records to inactive storage, from the report generated above, within 10 working days of the instruction being sent to the bidder and provide confirmation that the transfer has been completed.</p>
9.12	ARCHIVING		
9.12.1	<p>The Supplier is required to follow the Archiving processes specified by the Contracting Authorities.</p>		

9.12.2	The Supplier shall ensure boxes within the Store are marked (for example, the identification of a box for Destruction) as per the Contracting Authorities instructions.	<p>The Contracting Authority requires all registered boxes arriving at the storage depot to display the following information, as a minimum:</p> <ul style="list-style-type: none"> • Barcode • Title • Prefix • Reference number • Destruction date and/or Review date 	
9.12.3	The Supplier shall provide the Contracting Authorities with an inventory of Records held in storage.	The Contracting Authority requires that the Supplier provides a full inventory of all records held in storage, including the requested metadata fields as specified at the time of the request, by the following working day.	
9.12.4	The Supplier shall ensure all Records in storage are uniquely identifiable, for example, by each Record having a unique barcode reference.	The Contracting Authority currently requires that all records sent to storage are applied with a unique barcode reference.	
9.12.5	The Supplier shall populate up to five Data fields per Record for Record identification purposes, on the Records Information Management System. The content of the Data fields will be specified by Contracting Authorities.	<p>The Contracting Authority requires all registered boxes arriving at the storage depot to have the following information recorded on the RIM system, as a minimum:</p> <ul style="list-style-type: none"> • Barcode • Title • Prefix • Reference number • Destruction date and/or Review date <p>The Contracting Authority requires all registered files arriving at the storage depot to have the following information recorded on the RIM system, as a minimum:</p> <ul style="list-style-type: none"> • Barcode • Title • Prefix • Reference number • Opened date • Review date (if applicable) <p>The Contracting Authority requires that all of this information is captured in the RIM system</p>	

		prior to being placed on shelf.	
9.12.6	The Supplier shall ensure the Records location and movement history are made available within the electronic Records Information Management System in real time.		
9.12.7	The Supplier shall ensure all Data relating to Records within the Records Information Management System is accurate and kept updated within the timescale specified by the Contracting Authorities.		
9.12.8	The Supplier must provide a service for linking part Primary files and Secondary files, both physical (inserting Secondary files into the Primary Record) and digital to Primary files.		
9.13	ARCHIVING, DISPOSAL AND DESTRUCTION		
9.13.1	The Supplier shall provide the archiving, Disposal and Destruction requirements specified by Contracting Authorities where if Service Line 3 – Off-Site and On-Site Secure Shredding, Destruction and Disposal Services is not procured by Contracting Authorities at the Call Off stage.	<p>The Contracting Authority seeks to utilise off-site shredding, destruction and disposal services.</p> <p>The Supplier should note that the Contracting Authority is currently operating under a moratorium on the destruction of records, due to the Cabinet Office instruction to support the</p>	<p>The bidder must confirm how it will carry out destruction of files and boxes, including business as usual, bulk operations and ad hoc on request destructions which minimises the cost of storage.</p> <p>The bidder must confirm that, where required, it has the capacity and capability to provide an ad hoc destruction service for all Contracting Authority sites as outlined in Annex C in addition to any 3rd party locations where destruction may be</p>

		<p>effective administration of the Independent Inquiry on Child Sexual Abuse.</p> <p>The Contracting Authority will require assistance in disposing of records not required as part of the Inquiry as they are identified and after its conclusion.</p> <p>The Supplier must provide the Contracting Authority with a list of records that have been identified on RIM as reaching their pre-determined destruction date to include; Unique ID (barcode) Prefix Reference Title Destruction Date</p> <p>The Contracting Authority requires that the Supplier must not destroy any records without first receiving approval from the nominated Contracting Authority personnel.</p> <p>The Contracting Authority requires the Supplier to produce a certificate of destruction for all destruction activity carried out on their behalf.</p> <p>Where the Supplier is destroying files or boxes that have been registered on the RIM system, they must provide nominated Contracting Authority personnel with a certificate of destruction within 5 working days of activity that details, at least:</p> <ul style="list-style-type: none">• Total number of files destroyed• Total number of boxes destroyed• Unique ID (barcode) of each record• Prefix of each record• Reference of each record• Title of each record• Date of destruction• Evidence that the destruction has been witnessed• Weight of waste	<p>required for example at an Arms Length Body location.</p> <p>The bidder must confirm that it can provide certificates of destruction, complying with the requirements outlined, by email and MI as set out at 9.1.12.4</p>
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9.14	RECORDS EXTRACTION		
9.14.1	Extraction at Call Off Contract Commencement		
9.14.1.1	The Supplier shall recognise and accept that Contracting Authorities' may not be able to meet extraction costs outright or as a single Exit payment, therefore the Supplier shall seek and support innovative solutions that allow extraction costs to be negated or renegotiated and kept to an absolute minimum. For example, where applicable costs spread over the period of the Call Off Contract.		
9.14.1.2	The Supplier shall suggest proposals to Contracting Authorities where these costs can be removed or reduced and how a more 'efficient' alternative shall be considered.		
9.14.1.3	The Supplier shall ensure that the maximum interest chargeable to Contracting Authorities is in line with the current Bank of England base rate at the time of a Call Off Contract, where the financial structure and underwriting of any proposal from the Supplier is to spread costs over a Call Off period.		
9.14.2	Extraction at Call Off Contract Commencement, Expiry or Termination		
9.14.2.1	The Supplier shall recognise the limitations to the Call Off Contract length for Government organisations under this Framework Agreement and shall support Contracting Authorities and incoming Suppliers at contract end in the extraction of Records.		

9.14.2.2	The Supplier shall present to the Contracting Authorities an Entry/Exit Strategy, at the Call Off stage, which includes clarity and transparency of the extraction charges to be applied at expiry or termination of a Call Off Contract.	<p>The Supplier shall provide the Contracting Authority with a final draft exit plan and proposals on how to manage the transition to a new supplier no later than 1 (one) year prior to the contract expiry date.</p> <p>The Supplier shall provide the Contracting Authority or nominated third-party with a copy of all data held on the RIM system within 20 working days of termination or expiry.</p>	<p>The bid should provide a robust model exit plan with exact activities to be undertaken at exit, expiry or termination and timescales that correlate with the timescales quoted no greater than the intake timescales at call off commencement. This is to include, but not limited to:</p> <ul style="list-style-type: none"> • Number of records in storage • Full location addresses where records are stored and the number at that site • Exit costs itemised by service <p>Transport costs Resource plan Project plan chain of custody flowcharts data transfer service levels during the transition period quality assurance processes</p> <ul style="list-style-type: none"> • Number of records that can be transferred per day <p>The plan will require minimal fine tuning to ensure it can be finalised within 30 working days of call-off commencement.</p> <p>The bid should explain how the exit approach is supportive of an efficient and value for money transfer of all records to the Department or another third-party supplier.</p>
9.14.2.3	The Supplier shall ensure transparency of any costs for relevant activities designed to make physical and electronic Data available for transfer to a new or incoming Supplier. These costs must not exceed the contracted extraction costs agreed at the Call Off stage, with discounts included on the basis of a Bulk or volume based requirement.		
9.15	AUDITS AND ADVICE		
9.15.1	The Supplier shall work proactively with Contracting Authorities in support of their strategy e.g. to separate Inactive Records from its active environment. The Supplier shall identify opportunities for efficiencies within the Records Information Management Service provided as a whole.		

9.15.2	The Supplier shall proactively and consistently utilise its market expertise and knowledge to influence and assist in the development of inactive policy and procedures in the evaluation of technology support tools, at the Contracting Authorities disposal, in the support of a Contracting Authorities strategy where the management of space or the costs of storing high volumes of Inactive Records has become an issue for them or where there are clear opportunities identified as a result of an audit or through other means, resulting in the Contracting Authorities being able to review its existing Records management strategy in order that cost or process efficiencies can be considered.		
9.15.3	The Supplier shall have the capability to undertake an audit(s) of the Contracting Authorities Records in order that a distinction between Active, and Inactive Records can be made in line with a set of parameters as set out by the Contracting Authorities prior to the audit.	See Section 4 for further details on inactive records.	
9.15.4	The Supplier shall ensure that the output of the audit must identify non-essential Records and ascertain proposals to be presented to the Contracting Authorities around the identification of those Records that can be considered as Inactive, based upon their historical Management Information, for 'transfer' to an Inactive state, alongside any cost or process efficiencies that are also identified.	See Section 4 for further details on inactive records.	
9.16	HELP DESK		
9.16.1	The Supplier shall provide a helpdesk service to answer telephone enquiries, at no additional cost to Contracting Authorities, during the core operational hours of 08:00 to 18:00 hours, Monday to Friday unless otherwise specified by Contracting Authorities at the Call Off stage.	The Contracting Authority does not currently utilise helpdesk provision and liaison is via Supplier's Contract Manager but anticipates future use of helpdesk to include but not limited to resolution of delivery/collection issues, RIM system failures and urgent requests for files/record searches.	The bid shall describe the helpdesk service in line with KPI's at Annex E including any value added activity and full contact details. The bid should describe how the Supplier will meet this requirement, providing flowcharts or other illustrative methods to support the description.
9.16.2	The Supplier shall ensure that helpdesk service personnel take enquiries from Contracting Authorities in-house and/or by third party service desks, as required by Contracting Authorities.		
9.16.3	The Supplier shall establish, publish and maintain processes, procedures and associated systems to provide effective management of incidents and problem resolution;		
9.16.4	The Supplier shall report progress on incident and problem fixes to Contracting Authorities via the helpdesk service.		
9.16.5	The Supplier shall provide Contracting Authorities with an out of hour's telephone number for emergencies, as specified by Contracting Authorities at the Call Off stage.	Historically out of hours support has not been required.	The bid shall detail how out of hours requests will be managed ensuring costs are commensurate to a limited level of activity. The bid should confirm how the Supplier will deal with emergency outside of office hours (08:00-18:00) requests. Your response should include full contact details.

9.16.6	When requested by Contracting Authorities at the Call Off stage, the Supplier shall provide a helpdesk service which is available 24 hours per day, 7 days per week to answer telephone enquiries outside of the core operational hours of 08:00 to 18:00 hours, Monday to Friday unless otherwise specified by Contracting Authorities at the Call Off stage.		
9.17	CONTROL REQUIREMENTS		
9.17.1	The Supplier shall provide control requirements for the movement of Records, as specified by Contracting Authorities at the Call Off stage.		
9.17.2	Upon expiry of any Call Off Contract entered into under this Framework Agreement the Supplier shall subsequently provide the Contracting Authorities with a completed register and of all details relating to Records and any other stored Material held in a format suitable to the Contracting Authorities.	As part of the exit arrangements the supplier must provide the Contracting Authority or nominated third-party with a copy of all data held on the RIM system, in respect of the records that were held. The Supplier will ensure that this is provided by no later than 5 (five) working days before the expiry of the agreement.	The bid should confirm compliance with this requirement
9.17.3	Material in the Contracting Authorities Records Stores or held by its Legacy Supplier shall transfer to the Supplier's control at Contract go-live, date and time to be agreed prior to implementation.		
9.17.4	Material in storage elsewhere (e.g. Contracting Authorities offices) shall transfer to the Supplier's control when it enters the Supplier's Records Store or at the point specified by the Contracting Authorities.		
9.17.5	At the end of the Contract Period all Equipment transferred to the Supplier by the Contracting Authorities shall remain in the ownership of the Contracting Authorities. All Physical and Digitised Records shall remain the property of the Contracting Authorities at all times.		
9.17.6	The Supplier shall agree to transfer all Data relating to the Contracting Authorities at contract expiration or termination (or alternative point as agreed) to either the incoming Supplier or the Contracting Authorities. The precise details will be specified by the Contracting Authorities at the Call Off stage.		
9.17.7	The Supplier shall provide a complete and uncorrupted version of the Contracting Authorities' Data to Contracting Authorities upon expiry of a Call Off Contract, comprising of all details relating to the Records and Material stored, including but not limited to: volume and details of the Records stored; the number of Records retrieved during the Call Off Contract and Destruction dates.		
9.17.8	The Supplier shall ensure that the Data is provided in an electronic format, unless otherwise specified by Contracting Authorities, including but not limited to: • Access;		

	<ul style="list-style-type: none"> • CSV; • PDF (specifically PDF-A (Archive Format)); • Open Document Formats (ODF); • Microsoft Open Office XML Formats (DOCX and PPPT) • TXT; • Niche formats: Visio and Project; • Graphic Formats: JPG, PNG and BMP 		
9.17.9	The Supplier shall, where requested by Contracting Authorities, amend Data on the Records Information Management System where no action is required on the physical or digital Record itself.		
9.18	THE NATIONAL ARCHIVES		
9.18.1	<p>Where there is a requirement for the Contracting Authorities to transfer Records to the Supplier shall prepare and make ready the items for transfer. The Supplier shall be familiar with and comply with The National Archives standards for the cleansing of and preparation of Records as laid out in The National Archives Preparation of Records for Transfer.</p> <p>http://www.nationalarchives.gov.uk/information-management/manage-information/</p>		
9.18.2	The Supplier shall ensure that Records to be cleansed are ready for The National Archives collection within one month of Receipt of the request from the Contracting Authorities.		
9.18.3	The Supplier shall ensure that TNA's couriers have access to the Store(s) in order for collection of Items identified for transfer as appropriate.	The Contracting Authority has previously effected delivery to TNA through the incumbent supplier and requires the option for this to be carried out by a new supplier.	The bid should confirm compliance with this requirement
9.18.4	Any Records or boxes returned by The National Archives as not meeting the required standard, having previously gone through a process of preparation by the Supplier, shall be cleansed and prepared for resubmission at the Supplier's expense.	Please see 6.13.1.2	
9.20	CONTRACTING AUTHORITIES CALL OFF CONTRACT MANAGEMENT		
9.20.1	The Supplier shall provide a suitably qualified nominated 'Call Off Contract Manager' who will take overall responsibility for delivering the Goods and/or Services required within this Call Off Contract, as well as a suitably qualified deputy to act in their absence.		
9.20.2	The Supplier shall within five (5) working days of the Call Off Commencement Date send to Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract.		

9.20.3	The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.		
9.20.4	The Supplier's Call Off Contract Manager shall be familiar with all aspects of the Call Off Contract and suitably experienced in the role, ensuring that all the requirements of the Call Off Contract are met or exceeded. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.		
9.20.5	The Supplier shall manage this Call Off Contract by utilising the Authorities tiered Supplier Relationship Management (SRM) approach as set out in paragraph 9.20.8.3, which provides escalation routes and enables development of the key strategies at senior levels.		
9.20.6	The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of the Authority which may include a Performance Improvement Plan (PIP).		
9.20.7	Exceptions		
9.20.7.1	In the event that the Supplier cannot carry out a request to provide the core Service requirements within the timescales specified or in line with agreed Service Levels, the Supplier shall notify the Contracting Authorities' representative who initiated the request and the Contracting Authorities' Contract Manager immediately to provide the reason why the action cannot be completed and if appropriate, indicate what other action or resolution shall be taken by the Supplier.		
9.20.7.2	An exceptions report shall be made available by the Supplier to both the Authority upon request and the Contracting Authorities as part of the Supplier review meetings.		
9.20.8	Supplier Review Meetings		
9.20.8.1	The Supplier review meetings shall take place with Contracting Authorities at an agreed location between both the Supplier and Contracting Authorities throughout the Call Off Contract Period and thereafter until the Call Off Contract Expiry Date.	Supplier review meetings will be predominantly at Piccadilly Gate, Manchester or other Contracting Authority sites as specified.	
9.20.8.2	The Supplier review meetings shall be attended, as a minimum by Contracting Authorities' Representative(s) and the Supplier Call Off Contract Manager.		
9.20.8.3	The Supplier shall agree the level of engagement and frequency with the Authority within one (1) month of the Call Off Commencement Date, but as a minimum this shall include:	The Supplier will attend and participate at service review meetings and it is anticipated that no costs will be incurred by the Contracting Authority for this attendance. The Supplier will provide meeting papers at	The bid must confirm compliance with this requirement and confirm who will attend the meetings and their role.

					<p>least 1 working day in advance of the meetings.</p> <p>The Supplier will be responsible for providing secretariat for the meetings and will issue minutes within 5 working days of the meeting date for sign off by the Contracting Authority.</p>	
	Frequency	Status	Format	Attendees		
	Monthly	Operational	Meeting or Telephone conference	To be agreed at Implementation		
	Quarterly	Operational	Meeting	To be agreed at Implementation		
	Bi-annually	Operational/Strategic	Meeting	To be agreed at Implementation		
	Annually	Strategic	Meeting	To be agreed at Implementation		
9.20.8.4	The purpose of the review meetings will be to review Supplier performance and resolve issues where required.				The Contracting Authority will require a list of issues and queries and a time bound action plan to be provided by the Supplier as part of the management information prior to the monthly service review meeting.	The bid must confirm compliance with this requirement and provide a model action plan and detail their continuous improvement processes in regard to issues to demonstrate review of processes, policies and systems
9.20.9	Key Performance Indicators and Performance Management					
9.20.9.1	The Supplier shall comply with the Key Performance Indicators as agreed at the Call Off stage.				<p>The Supplier will comply with the KPIs and Service Level Agreements at Annex E.</p> <p>The Supplier will undertake regular monitoring and provide monthly KPI performance reporting to inform the monthly operational meetings.</p> <p>The Supplier is responsible for identifying and implementing continuous improvement actions where KPI's are not achieved.</p>	<p>The bid must confirm that they can meet the KPIs and Service Level Agreements at Annex E and shall outline how KPI targets will be reviewed and adjusted to ensure targets remain challenging and result in a consistently high standard of service delivery and support the continuous improvement process.</p> <p>The bid shall outline how the supplier will meet this requirement and propose any additional KPIs the Supplier would seek to include at Call Off Contract Commencement.</p> <p>NOTE - The targets should require minimal fine-tuning and redraft enabling agreement of robust targets within 20 working days of call-off commencement.</p>

9.20.9.2	<p>The Supplier shall provide monthly, quarterly, bi-annual and annual Highlight Reports to Contracting Authorities, which shall include the following information:</p> <ul style="list-style-type: none"> • Supplier's performance against Service Levels (as agreed at the Call Off stage); • Identified risks and issues and measures put in place to mitigate; • Proposals on and/or progress against agreed initiatives to perform within a leaner process; • Proposals on and/or progress against agreed initiatives to provide economies of scale. • High level information on the following as a minimum, but may be subject to change: <ul style="list-style-type: none"> o Destruction: number of Files and/or Boxes destroyed o Destruction: number of Files and/or Boxes rejected for destruction o Percentage fill rates of Boxes o Record retrievals per key Contracting Authorities Business area o Record Intakes 		The bid should provide a risk register covering all relevant service lines, particularly intake / transition at call-off commencement.
9.20.9.3	The Supplier shall utilise graphs and charts to indicate trends and variances.		
9.20.10	Supplier Management Information (MI)		
9.20.10.1	<p>The Supplier shall ensure they are capable of producing MI in the following formats unless otherwise specified by the Authority:</p> <ul style="list-style-type: none"> • Excel; • Access; • CSV; • Word; • PDF 	The Contracting Authority currently receives management information in MS Excel format, but reserves the right to request an alternate format.	
9.20.10.2	The Supplier shall ensure that specific MI requirements of Contracting Authorities continue to be met throughout the duration of the Call Off Contract. The Supplier shall work co-operatively with Contracting Authorities to meet developing MI requirements at no additional cost.	The bidder must provide the nominated Contracting Authority personnel with an itemised breakdown of the monthly costs across all service lines as a management information report accompanying the monthly invoice.	The bid should confirm compliance with this requirement and provide a sample MI to detail breakdown of costs. The Supplier will collaborate with the Contracting Authority to develop additional management information returns to enable efficiencies, cost savings and visibility on patterns of business activity.
9.20.10.3	<p>When requested by Contracting Authorities, the Supplier shall provide MI which shall include but may not be limited to:</p> <ul style="list-style-type: none"> • Duplicate Records found in store; • Records lost in store; • No trace of Records having been received; • Other discrepancies that may be apparent to the Supplier and relevant to the Records owner. 		
9.20.11	Freedom of Information (FOI)		

9.20.11.1	The Supplier shall comply with the Authorities and/or Contracting Authorities instructions regarding FOI and ensure that all action relating to FOI requests are completed within Contracting Authorities specified timescales.	The Contracting Authority must respond to FOI requests within 20 working days therefore the Supplier's systems, processes and procedures must enable them to meet these obligations	
9.20.12	Third Party Sub-Contracting		
9.20.12.1	The Supplier shall comply with the requirements set out in Clause 25 (Supply Chain Rights and Protection) of the Framework Schedule 4 (Call Off Order Form and Call Off Terms).		
9.20.12.2	The Supplier shall be the primary point of contact for all third party Sub-Contractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the duration of the Framework Agreement and Call Off Contracts.		The bid will provide contact details of all third-party subcontractors engaged including their roles and responsibilities. The bid will describe how sub contractors will be managed ensuring effective continuity of service. NIL returns should be provided where applicable.
9.20.13	Complaints Procedure		
9.20.13.1	The Supplier shall be aware that any complaints received by Contracting Authorities are acknowledged within two (2) working days of receipt of the complaint and use best endeavours to resolve within five (5) working days, or by agreement with Contracting Authorities.	The Supplier will have effective processes and procedures in place to take receipt of, manage and resolve complaints within 5 working days of receipt providing a report for the monthly supplier review meeting	The bid will describe how this requirement will be met.
9.20.13.2	The Supplier shall have in place robust and auditable procedures for logging, managing, escalating and resolving issues, complaints and problems reported by Contracting Authorities.		The bid should describe the approach to escalation and provide a diagram which clearly sets out the hierarchy for escalation.
9.20.13.3	The Supplier shall accept issues, queries and complaints by telephone, fax, email and/or letter.		
9.20.13.4	The Supplier shall ensure that all Contracting Authorities' complaints and correspondence are logged within an "issues log" to be maintained by the Supplier's designated Call Off Contract Manager. This Record shall be made available by the Supplier to Contracting Authorities to assist with performance reviews.		
9.20.14	Continuous Improvement		
9.20.14.1	The Supplier shall make available its customer satisfaction exercise results to Contracting Authorities upon request.		
10.0	MANDATORY REQUIREMENTS – SECURITY AND STANDARDS FOR ALL SERVICE LINES 1 - 6		
10.1	SECURITY		

10.1.1	The Supplier shall ensure that Contracting Authorities Data remains protected at all times in accordance with Data protection legislation and policies issued by Contracting Authorities.	The Supplier should ensure that records are managed in accordance with the General Data Protection Regulation.	The bid should describe the security of the facility in which records (including inactive and alternative media types) will be kept and confirm that these comply with current standards. This requirement will be validated by a site visit
10.1.2	10.1.2 The Supplier shall store Records, at all times unless otherwise specified by Contracting Authorities, in accordance with the 'Official' classification security requirements, as set out in the link below, or in accordance with any subsequent replacement standards as specified by the Contracting Authorities: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251480/Government-Security-Classifications-April-2014.pdf		
10.1.3	The Supplier shall provide a secure and environmentally stable storage area which complies with HM Government's Security Classifications and minimises the risks to the Records stored. This shall comprise of a range of storage environments which shall include but may not be limited to the following security classifications: <ul style="list-style-type: none"> • Official; • ISO27002 Information Security Management; • BS EN 15713 Secure Destruction of Confidential Material; • BS 7858 Security Vetting; • BS EN ISO 9001 or Equivalent accreditation; • BIP 0008 Code of Practice for Legal Admissibility and Evidential Weight of Information Stored Electronically; • ISO 14001 Environmental Management; • BSI PD 5454 Guide for the Storage and Exhibition of Archival materials; and • Enhanced security requirements as specified by Contracting Authorities at Call Off stage. 		The bidder shall provide valid certification.
10.1.4	The Supplier shall comply with any restrictions or requirements of the Contracting Authorities security policy. The Contracting Authorities' will specify their requirements at the Call Off stage and/ or during implementation.		
10.1.5	The Supplier shall implement and maintain a security policy which specifically addresses the protection of personal and other restricted information/ Data held at Contracting Authorities' Record(s) Archive and/ or individual Record(s) shared with the Supplier either at the Contracting Authorities' premises, while in transit and the Supplier's Off Site location(s), including the risk management of: <ul style="list-style-type: none"> • Information being disclosed by the Supplier Personnel inadvertently in response to an unauthorised or fraudulent request for documents or information from an unauthorised source; • Deliberate unauthorised access to and/or disclosure of information by the Supplier Personnel; • Losses physical or digital Data 		The Contracting Authority will require a copy of the Supplier's security policy as part of the bid.

10.1.6	<p>The Supplier's security policy shall address as a minimum;</p> <ul style="list-style-type: none"> • Security management (risk assessment, response, evaluation, responsibilities and roles); • Supplier Personnel integrity (recruitment, training, vetting, and disciplinary procedures); • Compliance and Security policies; • Management of suspected/actual breaches of security 		
10.1.7	<p>The Supplier shall ensure that the implementation of security controls and how they shall comply to ISO 27001 or agreed equivalent, CESG BC, HMG Security Policy Framework as detailed at the link below and Industry best practice is documented, with associated security policies and standards: https://www.cesg.gov.uk/organisations/bcs-chartered-institute-it https://www.gov.uk/government/publications/security-policy-framework</p>		
10.1.8	<p>The Supplier shall ensure that Contracting Authorities information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL. The Supplier shall ensure that the Government Security Classification rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Contracting Authorities' requirements.</p>		
10.1.9	<p>The Supplier shall ensure the secure collection, transportation and storage of all confidential materials, so that at no time these materials are out of the Supplier's possession, or capable of being deciphered.</p>		
10.1.10	<p>The Supplier shall have robust mechanisms in place to ensure that Records, documents or information are transferred to authorised personnel only.</p>		
10.1.11	<p>The Supplier shall ensure that personnel Records and Records classified as 'Secret' shall be stored separately with restricted access. The Supplier shall ensure that only personnel who have the required level of security and vetting shall be allowed in this area of the Store.</p>	<p>The Contracting Authority does not store SECRET or TOP SECRET classified records. The Supplier must contact the nominated Contracting Authority personnel in the event that it:</p> <ul style="list-style-type: none"> • Identifies records in storage that have been marked with either of these classifications • Receives records being sent for storage with either of these classifications 	<p>The bid should confirm compliance with this requirement</p>
10.1.12	<p>The Supplier shall upon request of the Contracting Authorities be expected to demonstrate their security capabilities specific to a particular Contracting Authorities requirement, prior to contract award.</p>		

10.1.13	10.1.13 The Supplier shall report all suspected security breaches to Contracting Authorities immediately.	The Contracting Authority should be informed immediately of any security breach via the mailbox (records.enquiries@education.gov.uk)	The bid shall confirm compliance with this requirement
10.1.14	The Supplier shall report all breaches, or suspected breaches, of the Data Protection Act, to the Authority and Contracting Authorities immediately. The Supplier shall include details of any breaches in the monthly/ quarterly reporting to the Authority.	The Supplier must report all security breaches as part of the management information produced for the monthly service review meeting.	The bid shall confirm compliance with this requirement and provide detail of mitigation and contingency as result of breach
10.1.15	The Supplier shall comply with all the relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.		
10.1.16	The Supplier shall comply with any restrictions or requirements arising out of Contracting Authorities' security policies, which shall be specified at the Call Off stage and/or during implementation.		
10.1.17	The Supplier shall provide details of their personnel security procedures and on request by Contracting Authorities, details of all personnel that they intend to use in the delivery of the Sensitivity Review Services.		
11.0	MANDATORY REQUIREMENTS – SUPPLIER PERSONNEL AND VETTING FOR ALL SERVICE LINES 1 - 6		
11.1	SUPPLIER PERSONNEL		
11.1.1	The Supplier shall ensure that all Supplier Personnel shall possess the qualifications, experience and competence appropriate to the tasks for which they are employed.	The Contracting Authority reserves the right to ask for evidence that qualifications are held by appropriate personnel and this should be provided by the supplier within 5 (five) working days of the request.	The bid shall provide details of Key Supplier roles and levels of qualification/experience/training provisions for personnel across each service line (e.g. call-off contract manager, deputy call off contract manager)
11.1.2	The Supplier shall ensure that all Supplier Personnel are instructed and fully trained by the Supplier for the work they are undertaking and have direct access to manufacturer's current technical manuals and support services.		
11.1.3	The Supplier shall ensure that all Supplier Personnel adhere and comply with Contracting Authorities' safety and confidentiality requirements in full at all times.		
11.1.4	The Supplier shall ensure that all Supplier Personnel supplying the Services of this Framework Agreement and any Call Off Contracts act in a responsible and professional manner, and provide the Services with all due skill, care and diligence as is to be expected of a skilled professional engaged in the supply of the required Services.		
11.1.5	The Supplier shall ensure that Supplier Personnel have PRINCE2 accreditation standards or similar, where applicable for project management of Call Off Contract implementations.		

11.2	VETTING		
11.2.1	The Supplier shall ensure that all Supplier Personnel, including but not limited to engineers and/ or technicians, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/ or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under this Framework Agreement.		
11.2.2	The Supplier shall ensure that all Supplier Personnel Vetting Procedures comply with the British Standard, Security Screening of Individuals Employed in a Security Environment – BS 7858:2012, or agreed equivalent, unless otherwise specified by Contracting Authorities at the Call Off stage.		
11.2.3	The Supplier shall comply with the Baseline Personnel Security Standard (BPSS) pre-employment controls, accessible via the link below: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard		
11.2.4	The Supplier shall undertake mandatory pre-engagement checks of all Supplier Personnel in accordance with the BPSS or an equivalent of the BPSS as required by the Contracting Authorities, as a minimum.		
11.2.5	The Supplier shall for all UK Central Government Department Contracting Authorities ensure a Baseline Personnel Security Standard (BPSS) or equivalent, is undertaken for all Supplier Personnel in accordance with HMG Baseline Personnel Security Standard.		
11.2.6	The Supplier shall comply with the BPSS, or an equivalent of BPSS and the Personnel Security and pre-employment screening requirements as specified during the Call Off stage by Wider Public Sector Contracting Authorities.		
11.2.7	The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities at the Call Off stage.		
11.2.8	The Supplier shall provide details of it's Supplier Personnel security procedures to Contracting Authorities. The Supplier shall also provide details of all Supplier Personnel to be involved in the delivery of the Services, when requested by Contracting Authorities.		

11.2.9	The Supplier shall ensure that it's Supplier Personnel involved in the delivery of the Services have and maintain the relevant security clearance.		
11.2.9.1	Contracting Authorities		
11.2.9.2	The Supplier shall submit all required security application documentation for the agreed number of Personnel required to Contracting Authorities within agreed timescales, for Contracting Authorities to review and consider the application(s). Contracting Authorities will then undertake the security checks at their own cost.		
11.2.9.3	11.2.9.3 The Supplier shall accept that Contracting Authorities reserve the right to pass on the security clearance cost(s) to the Supplier for any additional Personnel outside of the agreed number at the Call Off stage.		
12.0	MANDATORY REQUIREMENTS – SUSTAINABILITY AND ENVIRONMENTAL FOR ALL SERVICE LINES 1 - 6		
12.1	SUSTAINABILITY		
12.1.1	The Supplier shall support the wider agenda of sustainability in terms of the social, economic and environmental impact of Contracting Authorities' operations, through the provision of Data.	The Contracting Authority reserves the right to request data to ensure that the Supplier is complying with this commitment.	
12.1.2	12.1.2 The Supplier shall comply with Government Buying Standards. Full details of which can be found on the DEFRA Sustainable Development in Government website: http://www.defra.gov.uk/publications/tag/government-buying-standards/		
12.1.3	The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments upon request from Contracting Authorities.		
12.1.4	The Supplier shall identify Social Value options which are appropriate to a Call Off Contract with Contracting Authorities at the Call Off stage. Any Social Value options selected by Contracting Authorities at the point of Call Off, shall be in accordance with the Government's Social Values which are current at that point in time.		
12.2	ENVIRONMENTAL		
12.2.3	The Supplier shall comply and operate to the standard ISO 14001; Eco-Management and Audit Scheme (EMAS) or a nationally recognised agreed equivalent accredited standard for the scope of the Services.		

12.2.4	The Supplier shall work co-operatively and provide assistance to Contracting Authorities to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements, details of which can be accessed via the following link: https://www.gov.uk/government/publications/greening-government-commitments	The Supplier shall comply with https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020	The bid shall provide sample MI to demonstrate Supplier's support of the Government's Agenda to meet the Greening Government Commitments (GGC)
12.2.5	The Supplier shall effectively manage the Services supplied under this Framework Agreement, in order to minimise any impact on the environment. Where appropriate, the Supplier shall work proactively with Contracting Authorities in relation to but not limited to, the following areas: <ul style="list-style-type: none"> • noise reduction; • removal of unwanted Consumables and; • heat production in confined spaces. 		
12.2.6	The Supplier shall minimise the amount of packaging required for safe transportation and delivery of Equipment. When requested by the Authority and/or the Contracting Authorities, the Supplier shall provide evidence of how this is achieved including the purpose for each piece of packaging and whether the packaging originates from recycled / sustainable sources.		
12.2.7	The Supplier shall be responsible for the collection and Disposal of all packaging, materials and redundant or replacement spare parts in accordance with WEEE Regulations as detailed at the link below: https://www.gov.uk/electricalwaste-producer-supplier-responsibilities/your-responsibilities		
12.2.8	The Supplier shall take steps to encourage the reuse of any WEEE generated in the delivery of the Services, as promoted by the WEEE Directive. This shall include, but is not limited to, consideration of the application of PAS 141:2011 Reuse of used and waste electrical and electronic equipment (UEEE and EEE).		
14.0	MANDATORY REQUIREMENTS – CALL OFF CONTRACT MANAGEMENT FOR ALL SERVICE LINES 1 - 6		
14.1	Contracting Authorities Management Structure		
14.1.1	The Supplier shall provide a suitably qualified nominated 'Call Off Contract Manager' who will take overall responsibility for delivering the Goods and/ or Services required within this Call Off Contract, as well as a suitably qualified deputy to act in their absence.		

14.1.2	The Supplier shall within five (5) working days of the Call Off Contract Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract.				The bid shall provide the contact name of the Call Off Contract Manager and deputy
14.1.3	The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.				
14.1.4	The Supplier's Call Off Contract Manager shall be familiar with all aspects of the Call Off Contract and suitably experienced in the role, ensuring that all the requirements of the Call Of Contract are met or exceeded. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.				
14.1.5	The Supplier shall manage the Call Off Contract by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in paragraph 14.3.3, which provides escalation routes and enables development of the key strategies at senior levels.				
14.1.6	The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Performance Improvement Plan (PIP).				
14.3	14.3 Supplier Review Meetings				
14.3.1	Supplier review meetings shall take place with Contracting Authorities at an agreed location between both the Supplier and Contracting Authorities throughout the Call Off Contract Period and thereafter until the Call Off Contract Expiry Date.				
14.3.2	The Supplier Review Meetings shall be attended, as a minimum by Contracting Authorities Representative(s) and the Supplier Call Off Contract Manager.				
14.3.3	The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Contract Commencement Date, but as a minimum this shall include:				
	Frequency	Status	Format	Attendees	

	Monthly	Operational	Meeting or Telephone conference	To be agreed at Implementation		
	Quarterly	Operational	Meeting	To be agreed at Implementation		
	Bi-annually	Operational/Strategic	Meeting	To be agreed at Implementation		
	Annually	Strategic	Meeting	To be agreed at Implementation		
14.3.4	The purpose of the Review Meetings will be to review Supplier performance and resolve issues where required.					
14.4	KEY PERFORMANCE INDICATORS AND PERFORMANCE MANAGEMENT					
14.4.1	The Supplier shall comply with the Key Performance Indicators as agreed at Call Off stage.				The Departments KPI's are included at Annex E.	
14.4.2	<p>The Supplier shall provide monthly and quarterly Highlight Reports to Contracting Authorities, to include the following information:</p> <ul style="list-style-type: none"> • Supplier's performance against Service Levels (as agreed at Call Off stage); • identified risks and issues and measures put in place to mitigate; • proposals on and/or progress against agreed initiatives to perform within a leaner process; • proposals on and/or progress against agreed initiatives to provide economies of scale. 					The bid should confirm compliance and provide a sample highlight report.
14.5	14.5 SUPPLIER MANAGEMENT INFORMATION (MI)					
14.5.1	<p>14.5.1 The Supplier shall ensure they are capable of producing MI on the complete Product Range, in the following formats unless otherwise specified by Contracting Authorities:</p> <ul style="list-style-type: none"> • Excel; • Access; • CSV; • Word; • PDF. 					
14.5.2	The Supplier shall ensure that the specific MI requirements of Contracting Authorities continue to be met throughout the duration of the Call Off Contract. The Supplier shall work co-operatively with Contracting Authorities to meet these developing MI requirements at no additional cost.					

14.5.6	The Supplier shall conduct a benchmarking process to demonstrate how they compare against other similar users of the Framework Agreement, where requested by Contracting Authorities. The Supplier shall ensure that any such benchmark information is provided without breaching any Contracting Authorities confidentiality.		
14.6	Third Party Sub-Contracting		
14.6.1	The Supplier shall comply with the requirements set out in Clause 25 (Supply Chain Rights and Protection) of Framework Schedule 4 (Call Off Order Form and Call Off Terms) for Goods and/ or Services (non ICT).		
14.6.2	14.6.2 The Supplier shall be the primary point of contact for all third party Sub-Contractors and shall therefore be responsible for managing, controlling and maintaining all relationships throughout the duration of the Framework Agreement and Call Off Contracts.		
14.7	Complaints Procedure		
14.7.1	The Supplier shall be aware that any complaints received by Contracting Authorities within two (2) working days of receipt of the complaint and use best endeavours to resolve within five (5) working days, or by agreement with Contracting Authorities.		
14.7.2	The Supplier shall have in place robust and auditable procedures for logging, managing, escalating and resolving issues, complaints or problems reported by Contracting Authorities.		
14.7.3	The Supplier shall accept issues, queries and complaints by telephone, fax, email and/or letter.		
14.7.4	The Supplier shall ensure that all Contracting Authorities' complaints and correspondence are logged within an "issues log" to be maintained by the Supplier's designated Call Off Contract Manager. This Record shall be made available by the Supplier to Contracting Authorities to assist with performance reviews.		
14.8	CONTINUOUS IMPROVEMENT		

14.8.1	The Supplier shall make available its customer satisfaction exercise results to Contracting Authorities upon request.	The Contracting Authority will also require continuous improvement across the whole range of service delivery	The bid should provide a sample continuous improvement plan to demonstrate review of processes, policies and systems
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ANNEX 2: THE GOODS

NOT USED

CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

2. DEFINITIONS

2.1 The following terms used in this Call Off Schedule 3 shall have the following meaning:

"Indexation"	means the adjustment of an amount or sum in accordance with paragraph 12 of this Call Off Schedule 3;
"Indexation Adjustment Date"	has the meaning given to it in paragraph 12.1.1(a) of this Call Off Schedule 3;
"Reimbursable Expenses"	means 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 Customer's expenses policy current from time to time, but not including: <ul style="list-style-type: none">a) travel expenses incurred as a result of Supplier Personnel 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 Customer otherwise agrees in advance in writing; andb) subsistence expenses incurred by Supplier Personnel 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;
"Review Adjustment Date"	has the meaning given to it in paragraph 11.1.2 of this Call Off Schedule 3;
"CPI"	means the Consumer Prices Index as published by the Office of National Statistics https://www.ons.gov.uk/economy/inflationandpriceindices ; and
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

3. GENERAL PROVISIONS

3.1 This Call Off Schedule 3 details:

- 3.1.1 the Call Off Contract Charges for the Goods and/or the Services under this Call Off Contract; and
- 3.1.2 the payment terms/profile for the Call Off Contract Charges;

- 3.1.3 the invoicing procedure; and
- 3.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

4. CALL OFF CONTRACT CHARGES

- 4.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule 3.
- 4.2 The Supplier acknowledges and agrees that:
 - 4.2.1 in accordance with paragraph 3 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
 - 4.2.2 subject to paragraph 9 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

5. COSTS AND EXPENSES

- 5.1 Except as expressly set out in paragraph 6 of this Call Off Schedule 3 (Reimbursable Expenses), the Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:
 - 5.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
 - 5.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date.

6. REIMBURSEABLE EXPENSES

- 6.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Call Off Contract Charges under this Call Off Contract), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

7. PAYMENT TERMS/PAYMENT PROFILE

- 7.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 3.

8. INVOICING PROCEDURE

- 8.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 8.6 of this Call Off Schedule 3 and in accordance with the provisions of this Call Off Contract.

8.2 The Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but, in respect of paper form, subject to paragraph 7.3)):

8.2.1 contains:

- (a) all appropriate references, including the unique order reference number set out in the Call Off Order Form; and
- (b) a detailed breakdown of the Delivered Goods and/or Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods and/or Services relate, against the applicable due and payable Call Off Contract Charges; and

8.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

8.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

8.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

8.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).

8.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

8.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

8.6 The Supplier shall submit invoices directly to the Customer's billing address set out in the Call Off Order Form.

9. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

9.1 The Call Off Contract Charges shall only be varied:

- 9.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);

- 9.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
 - 9.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement);
 - 9.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 25 of this Call Off Contract (Benchmarking);
 - 9.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 10 of this Call Off Schedule 3;
 - 9.1.6 where a review and increase of Call Off Contract Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 11 of this Call Off Schedule 3; or
 - 9.1.7 where Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 12 of this Call Off Schedule 3.
- 9.2 Subject to paragraphs 9.1.1 to 9.1.5 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

10. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 10.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 10.2 Such assessments by the Supplier under paragraph 10 of this Call Off Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 13.1.5 of this Call Off Schedule 3 below.

11. SUPPLIER REQUEST FOR INCREASE OF THE CALL OFF CONTRACT CHARGES

- 11.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Call Off Contract Charges in accordance with the remaining provisions of this paragraph 11 subject always to:
- 11.1.1 paragraph 4.2 of this Call Off Schedule 3;
 - 11.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Call Off Contract Charges ("**Review Adjustment Date**") which shall be subject to paragraph 11.2 of this Call Off Schedule 3; and
 - 11.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 11.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Call Off Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Contract Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any

subsequent increase to any of the Call Off Contract Charges in accordance with this paragraph 11 of this Call Off Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Call Off Contract Period.

11.3 To make a request for an increase of some or all of the Call Off Contract Charges in accordance with this paragraph 11, the Supplier shall provide the Customer with:

11.3.1 a list of the Call Off Contract Charges it wishes to review;

11.3.2 for each of the Call Off Contract Charges under review, written evidence of the justification for the requested increase including:

- (a) a breakdown of the profit and cost components that comprise the relevant Call Off Contract Charge;
- (b) details of the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (c) reasons for the movement in the different identified cost components of the relevant Call Off Contract Charge;
- (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
- (e) evidence that the Supplier's profit component of the relevant Call Off Contract Charge is no greater than that applying to Call Off Contract Charges using the same pricing mechanism as at the Call Off Commencement Date.

12. INDEXATION

12.1 Where the Call Off Contract Charges or any component amounts or sums thereof are expressed in this Call Off Schedule 3 as "subject to increase by way of Indexation" the following provisions shall apply:

12.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Call Off Contract Charges by way of Indexation ("**Indexation Adjustment Date**") which shall be subject to paragraph 12.1.2 of this Call Off Schedule 3;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31st of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
- (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Call Off Schedule 3.

12.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Call Off Schedule 3 during which the Contract Charges shall remain fixed (and no

review under this paragraph 11 is permitted Call Off Commencement Date. Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Call Off Contract Period;

- 12.1.3 Except as set out in this paragraph 12 of this Call Off Schedule 3, neither the Call Off Contract Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Contractors of the performance of their obligations under this Call Off Contract.

13. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

13.1 Variations in accordance with the provisions of this Call Off Schedule 3 to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

- 13.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.1 of this Call Off Schedule 3;
- 13.1.2 in accordance with Clause 23.1.4 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.2 of this Call Off Schedule 3;
- 13.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.3 of this Call Off Schedule 3;
- 13.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.4 of this Call Off Schedule 3;
- 13.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.5 of this Call Off Schedule 3;
- 13.1.6 on the Review Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.6 of this Call Off Schedule 3;
- 13.1.7 on the Indexation Adjustment Date where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 9.1.7 of this Call Off Schedule 3;

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule 3 to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES

Off-Site Records Information Management Services - Intake at start of contract

Title	Function	Requirement	UOM	Number / Price	Supplier's explanatory notes/justifications
Intake of files and boxes from existing Supplier					
File Intake Rate	Number of files transferred in and processed per day.	Maximum number of files that can be retrieved from current incumbent's site per day, by the new Supplier. An incoming Supplier is expected to be able to meet this rate.	Files per day	█	
Box Intake Rate	Number of boxes transferred in and processed per day.	Maximum number of boxes that can be retrieved from current incumbent's site per day, by the new Supplier. An incoming Supplier is expected to meet this rate.	Boxes per day	█	
Transportation Costs					
Cost to Transport Inventory from current Supplier	Transporting inventory	The Supplier shall provide transportation of boxes from the current Supplier.	Per day	█	█
Intake of files and boxes not already registered					
Intake	Record (file) Intake - Unregistered Records	The Supplier shall ensure that all records that are not registered are receipted, have a unique Barcode reference, Registered (with up to five data fields per Record) and Put Away in a Unique Location, and Entered into the RM System within 24 hours of receipt	Per file	█	█
Intake	Record (Box) Intake - Unregistered Records	The Supplier shall ensure that all Records that are not registered are, Receipted, have a unique Barcode reference, Registered (with up to five data fields per Box) and Put Away in a Unique Location, and Entered into the RM System within 24 hours of receipt	Per Box	█	█
Intake of inventory of files and boxes already registered					
Intake	Existing Record (File) Intake i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per file	█	█
Intake	Existing Record (Box) Intake i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per Box	█	█

Off-Site Records Information Management Services - Storage

Title	Function	Requirement	UOM	Price
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Combined storage (boxes of papers and registered files)

Off Site Storage	Storage (Boxes and Boxes of File Records) - File Records are stored in boxes not on Open Shelf)	Secure storage of Boxes containing Records or documents with/without identifying details marked on the Boxes and/or Records as outlined in section 3 of the specification	Per Cubic Foot per Month	████
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Non-combined storage (boxes of papers and files held on open shelving)

Off Site Storage	Storage (Boxes where File Records are stored on Open Shelf)	Secure storage of Boxes containing documents with/without identifying details marked on the Boxes as outlined in section 3 of the specification	Per Cubic Foot per Month	████
Off Site Storage	Storage of File Records on Open Shelf	Secure storage of open-shelf Records marked with/without identifying details marked on the covers as outlined in section 3 of the specification	Per Linear Meter per month	████

Combined storage (boxes of papers and registered files)

Storage	Off Site - Boxes and boxes of records- Temperature controlled	The Secure storage of boxes and boxes of records in closed containers (containing listed or unlisted Records) in a temperature and humidity controlled environment with a sprinkler system.	Per Cubic Foot per Month	████
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Non-combined storage (boxes of papers and files held on open shelving)

Storage	Off Site - Boxes where File Records are stored on Open Shelf - Temperature Controlled	The Secure open-shelf storage of records in a temperature and humidity controlled environment with a sprinkler system.	Per Cubic Foot per Month	████
Storage	Off Site - Records (open shelf) - Temperature Controlled	The Secure open-shelf storage of records in a temperature and humidity controlled environment with a sprinkler system.	Per Linear Meter per month	████

Alternative

Storage	Off Site - Alternative materials- Temperature Controlled	The Secure storage of alternative in closed containers (containing listed or unlisted Records) in a temperature and humidity controlled environment with a sprinkler system.	Per Cubic Foot per Month	████
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Off-Site Records Information Management Services - Intake/Retrieval/Returns

Title	Function	Requirement	UOM (Per 1-50 Records)	Price
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Non-combined storage (boxes of papers and files held on open shelving)

Intake	Record Intake -New Records	The Supplier shall ensure that all records that have not been Registered on the RM System prior to being sent into the Store are, Receipted, provided with a unique Barcode reference, Registered (with up to five data fields per Record)and Put Away in a Unique Location and Entered into the RM System within 24 hours of receipt	Per record	█
Intake	Record (Box) Intake - New Records	The Supplier shall ensure that all Records that have not been Registered on the RM System prior to being sent into the Store are, Receipted, provided with a unique Barcode reference, Registered (with up to five data fields per Box) and Put Away in a Unique Location and Entered into the RM System within 24 hours of receipt	Per Box	█

Combined storage (boxes of papers and registered files)

Intake	Record Intake - New Records all stored as boxes	The Supplier shall ensure that all Records that have not been Registered on the RM System prior to being sent into the Store are, Receipted, provided with a unique Barcode reference, Registered (with up to five data fields per Box) and Put Away in a Unique Location and Entered into the RM System within 24 hours of receipt	Per Box	█
Intake	Existing Record (File) Intake (upon return into store) i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per Record	█
Intake	Existing Record (Box) Intake (upon return into store) i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per Box	█
Intake	Linking- Registered Items	The Supplier shall provide a service for linking part Primary records and Secondary records (both physical and digital) to Primary records	Per Record	█
Retrieval	Single Record (file) Retrieval	The Supplier shall Retrieve Records from the Store upon request of a User. The Supplier shall ensure each record is made available for collection on the day of the request where the request is received before the Contracting Authorities specified Retrieval service cut off point or, the next working day for requests made after the Retrieval service cut off point. The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Record during the Retrieval process.	Per Record	█

Retrieval	Single Box Retrieval	The Supplier shall Retrieve Boxes from the Store upon request of a User. The Supplier shall ensure each requested Boxes are made available for collection on the day of the request where the request is received before the Contracting Authorities specified Retrieval service cut off point or, the next working day for requests made after the Retrieval service cut off point. The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Box during the Retrieval process.	Per Box	████
Retrieval	Permanent Record Withdrawal (NO DESTRUCTION)	The Supplier shall Retrieve Record from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier or delivered to the specified delivery address. The Supplier shall ensure that the RM System to reflect permanent withdrawal and the Supplier shall apply no other charges.	Per Record	████
Retrieval	Permanent Single Box Withdrawal (NO DESTRUCTION)	The Supplier shall Retrieve the Box from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier or delivered to the specified delivery address. The Supplier shall ensure that the RM System to reflect permanent withdrawal and the Supplier shall apply no other charges.	Per Box	████
Control Data Change	Amend Data on Records Management System	Upon request from the Contracting Authority, and where no action is required on the Physical Record itself, the Supplier shall amend Data on the Record Management System.	Per Amendment	████

Intake/Retrieval and Returns

Title	Function	Requirement	UOM (Per 1-50)	Price
Intake	Inserting - Secondary Files into Primary Files	The Supplier shall insert Secondary Files into Primary Files (Records) upon Intake. The Supplier shall ensure that the inserted Secondary File is linked to the Primary File (Record) on the Records Management System.	Per up to 5 items	████
Retrieval	Urgent Single file Retrieval	The Supplier shall Retrieve Records from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier within 2 hours of the Receipt of a request . The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Record during the Retrieval process.	Per file	████
Retrieval	Urgent Single Box Retrieval	The Supplier shall Retrieve Boxes from the Store upon request of a User. The Supplier shall ensure each requested Boxes are made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier within 2 hours of the Receipt of a request. The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Box during the Retrieval process.	Per Box	████
Retrieval	Information Retrieval (Image on request)	Electronic picking, transmission and update of document history. The Supplier shall comply with the individual Contracting Authorities policies/guidelines on the sending of Contracting Authority/employee personal information if the information is sent by email over the Intranet. All information Retrieval requests shall be treated as urgent with a maximum response time of 2 hours.	Per Image	████

Off-Site Records Information Management Services - Bulk Operations

Title	Function	Requirement	UOM	Price
Bulk Operations	Bulk Intake of Records	The Supplier shall undertake the Bulk intake of Records	51-500 Records	████
			501-1000 Records	████
			1001+ Records	████
Bulk Operations	Bulk Retrieval of Records	The Supplier shall undertake the Bulk Retrieval of Records	51-500 Records	████
			501-1000 Records	████
			1001+ Records	████
Bulk Operations	Bulk uplift of Records	The Supplier shall undertake the Bulk uplift of Records, re-filing, data integrity, data cleansing and data capture	51-500 Records	████
			501-1000 Records	████
			1001+ Records	████

Bulk Operations

Title	Function	Requirement	Volume (in Records)	Price
Bulk Operations	Bulk marking of Records	The Supplier shall undertake the Bulk marking of Records (physical or on the Supplier's Records store control mechanism) after a destruction embargo	51-500	████
			501-1000	████
			1001+	████
Bulk Operations	Bulk changes of ownership	The Supplier shall undertake all necessary activity to complete Bulk changes of ownership of Records	51-500	████
			501-1000	████
			1001+	████

Off-Site Records Information Management Services - Transport

Title	Function	Requirement	UOM	Initial Minimum Transport Price for up to 10 boxes (1-10 boxes)	Additional charge - per additional box for 11-20 boxes	Additional charge - per additional box for 21-50 boxes	Additional charge -per additional box for 51+ boxes
Transportation	Transportation next day delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Trip	██████	██████	██████	██████
Transportation	Transportation one week delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Trip	██████	██████	██████	██████
Transportation	Transportation 2 hour delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	██████	██████	██████	██████
Transportation	Transportation same day delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	██████	██████	██████	██████

Off-Site Records Information Management Services - Consumables

Title	Function	Requirement	UOM	Box Sizes (Please provide measurements for box sizes as priced)	Price
Consumables	Pallet (Shrink wrapped) Euro	The Supplier shall provide the required Euro Pallet to the Contracting Authority . The Supplier shall provide the required shrink wrap and then shrink wrap each pallet(s) prior to its despatch	Per Euro Pallet		████
Consumables	Pallet (Shrink wrapped) British standard	The Supplier shall provide the required British Standard Pallet to the Contracting Authority . The Supplier shall provide the required shrink wrap and then shrink wrap each pallet(s) prior to its despatch	Per British standard Pallet		████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Small Box	380mm x 315mm x 285mm	████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Medium Box	396mm x 339mm x 280mm	████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Large Box	410mm x 490mm x 270mm	████
Consumables	Barcodes	The Supplier shall provide barcodes to the Contracting Authority	Per 100 Barcodes		████

Title	Function	Requirement	UOM	Price
Consumables	Elastic Bands	The Supplier shall provide Elastic Bands to the Contracting Authority	Per 100 Elastic Bands	████
Consumables	Parcel Tape	The Supplier shall provide parcel tape to the Contracting Authority	Per roll	████
Consumables	Tags (152mm plastic ended treasury tags)	The Supplier shall provide Tags to the Contracting Authority	Per pack of 100	████
Consumables	Media Transfer	The Supplier shall provide Media Transfer Cases to the Contracting Authority	Per Case	████
Consumables	Security Seals	The Supplier shall provide Security Seals to the Contracting Authority	Per Pack of twenty plastic Security Seals	████

Help Desk

Title	Function	Requirement	UOM	Price
Help Desk	Help Desk- 24/7	The Supplier shall provide, where required, a 24/7 Help Desk service to be available to answer telephone enquiries, outside of the Contracting Authorities core operational hours (typically 08:00-18:00 Monday to Friday or as stipulated by the Contracting Authority as Further Competition).	Per additional non-core hour	████

Off-Site Records Information Management Services - Exit Planning

Title	Function	Requirement	UOM	Number	Supplier's explanatory notes/justifications
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Transfer of files and boxes to new supplier

File Removal Rate	Number of files processed and transferred out per day.	Files retrieved from storage, processed and ready for shipping to new contract holder per day, in the event of exit.	Files per day	█	█
Box Removal Rate	Number of boxes processed and transferred out per day.	Boxes retrieved from storage, processed and ready for shipping to new contract holder per day, in the event of exit.	Boxes per day	█	█

Combined storage (boxes of papers and registered files)

Pallets	Pallets used to transfer the boxes/files	Pallets used for the secure transfer of boxes from the site to a new contractor, in the event of exit.	Per unit	█	█
Retrieval of File	Retrieval of file from storage ready for transfer	The supplier shall physically remove all files from storage and ensure they are ready for transfer to the new supplier.	Per file	█	█
Retrieval of box	Retrieval of box from storage ready for transfer	The supplier shall physically remove all boxes from storage and ensure they are ready for transfer to the new supplier.	Per box	█	█
Permanent withdrawal of files	Permanent withdrawal of files from storage	The supplier shall permanently withdraw all files that are being transferred to the new supplier	Per file	█	█
Permanent withdrawal of boxes	Permanent withdrawal of boxes from storage	The supplier shall permanently withdraw all boxes that are being transferred to the new supplier	Per box	█	

Transportation Costs

Cost to Transport Inventory to new supplier	Transporting inventory	The supplier shall provide transportation of boxes from the storage site to a new supplier.	Per day	█	█
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Off-Site Records Information Management Services Inactive Records

Storage

Title	Function	Requirement	UOM (Per month)	Price
Inactive Storage	Off Site Inactive storage (boxes and boxes of records)	Secure storage of Boxes containing Records or documents with/without identifying details marked on the Boxes and/or Records as outlined in section 4 of the specification	Per Cubic Foot	████
Inactive Storage	Off Site Inactive storage Open Shelf (records)	Secure storage of open-shelf Records marked with/without identifying details marked on the covers as outlined in section 4 of the specification	Per Linear Metre	████
Inactive Storage	Off Site - Boxes and boxes of records- Temperature controlled	The Secure storage of boxes and boxes of records in closed containers (containing listed or unlisted Records) in a temperature and humidity controlled environment with a sprinkler system.	Per Cubic Foot	████
Inactive Storage	Off Site - Records (open shelf) - Temperature Controlled	The Secure open-shelf storage of records in a temperature and humidity controlled environment with a sprinkler system.	Per Linear Metre	████
Inactive Storage	Off Site - Alternative materials- Temperature Controlled	The Secure storage of alternative in closed containers (containing listed or unlisted Records) in a temperature and humidity controlled environment with a sprinkler system.	Per Item	████

Off-Site Records Information Management Services Inactive Records - Intake/Retrieval/Returns

Title	Function	Requirement	UOM (Per 1-50 boxes)	Price
Intake	Record Intake -New Records	The Supplier shall ensure that all records that have not been Registered on the RM System prior to being sent into the Store are, Receipted, provided with a unique Barcode reference, Registered (with up to five data fields per Record)and Put Away in a Unique Location and Entered into the RM System within 24 hours of receipt	Per Record	████
Intake	Record (Box) Intake - New Records	The Supplier shall ensure that all records that have not been Registered on the RM System prior to being sent into the Store are, Receipted, provided with a unique Barcode reference, Registered (with up to five data fields per Box) and Put Away in a Unique Location and Entered into the RM System within 24 hours of receipt	Per Box	████

Retrieval	Permanent Record Withdrawal (NO DESTRUCTION)	The Supplier shall Retrieve Record from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier or delivered to the specified delivery address. The Supplier shall ensure that the RM System is updated to reflect permanent withdrawal and the Supplier shall apply no other charges.	Per Record	████
Retrieval	Permanent Box Withdrawal (NO DESTRUCTION)	The Supplier shall Retrieve Record from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier or delivered to the specified delivery address. The Supplier shall ensure that the RM System is updated to reflect permanent withdrawal and the Supplier shall apply no other charges.	Per Box	████

Intake/Retrieval and Returns

Title	Function	Requirement	UOM (Per 1-50 boxes)	Price
Intake	Existing Record Intake (upon return into store) i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per record	████
Intake	Existing Record (Box) Intake (upon return into store) i.e. already Registered on the RM System	The Supplier shall ensure that all Records sent for storage that have been previously held in Store are registered in Store under these arrangements shall be put away in a secure location and available for Linking, Retrieval etc. within 24 hours of receipt by the Supplier	Per Box	████
Retrieval	Urgent Single Record Retrieval	The Supplier shall Retrieve Records from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier within 2 hours of the Receipt of a request . The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Record during the Retrieval process.	Per Record	████
Retrieval	Urgent Single Box Retrieval	The Supplier shall Retrieve Boxes from the Store upon request of a User. The Supplier shall ensure each requested Boxes are made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier within 2 hours of the Receipt of a request. The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Box during the Retrieval process.	Per Box	████
Retrieval	Standard Single Record Retrieval	The Supplier shall Retrieve Records from the Store upon request of a User. The Supplier shall ensure each requested Record shall be made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier by the next working day after the Receipt of a request . The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Record during the Retrieval process.	Per Record	████
Retrieval	Standard Single Box Retrieval	The Supplier shall Retrieve Boxes from the Store upon request of a User. The Supplier shall ensure each requested Boxes are made available for collection by the Contracting Authority's/third party Courier OR delivered to the specified delivery address by the Supplier's Courier by the next working day after the Receipt of a request. The Supplier shall ensure that the RM System is updated in Real Time to reflect the movement of the Box during the Retrieval process.	Per Box	████

Off-Site Records Information Management Services Inactive Records

Title	Function	Requirement	Volume (in Records)	Price per record
Bulk Operations	Bulk Intake of Records	The Supplier shall undertake the Bulk intake of Records	51-500	████
			501-1000	████
			1001+	████
Bulk Operations	Bulk Retrieval of Records	The Supplier shall undertake the Bulk Retrieval of Records	51-500	████
			501-1000	████
			1001+	████

Off-Site Records Information Management Services Inactive Records - Transport

Title	Function	Requirement	UOM	Initial Minimum Transport Price for up to 10 boxes (1-10 boxes)	Additional charge -per additional box for 11-20 boxes	Additional charge -per additional box for 21-50 boxes	Additional charge -per additional box for 51+ boxes
Transportation	Transportation next day delivery	"Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework."	Per Box per Trip	████	████	████	████
Transportation	Transportation one week delivery	"Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework."	Per Box per Trip	████	████	████	████

Transportation	Transportation 2 hour delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	██████	██████	██████	██████
Transportation	Transportation same day delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	██████	██████	██████	██████

Off-Site Records Information Management Services Inactive Records - Consumables

Title	Function	Requirement	UOM	Box Sizes (Please provide measurements for box sizes as priced)	Price
Consumables	Pallet (Shrink wrapped) Euro	The Supplier shall provide the required Euro Pallet to the Contracting Authority . The Supplier shall provide the required shrink wrap and then shrink wrap each pallet(s) prior to its despatch	Per Euro Pallet		██████
Consumables	Pallet (Shrink wrapped) British standard	The Supplier shall provide the required British Standard Pallet to the Contracting Authority . The Supplier shall provide the required shrink wrap and then shrink wrap each pallet(s) prior to its despatch	Per British standard Pallet		██████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Small Box	380mm x 315mm x 285mm	██████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Medium Box	396mm x 339mm x 280mm	██████
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Large Box	410mm x 490mm x 270mm	██████
Consumables	Barcodes	The Supplier shall provide barcodes to the Contracting Authority	Per 100 Barcodes		██████

Title	Function	Requirement	UOM	Price
Consumables	Elastic Bands	The Supplier shall provide Elastic Bands to the Contracting Authority	Per 100 Elastic Bands	██████
Consumables	Parcel Tape	The Supplier shall provide parcel tape to the Contracting Authority	Per roll	██████

Consumables	Tags (152mm plastic ended treasury tags)	The Supplier shall provide Tags to the Contracting Authority	Per pack of 100	████
Consumables	Media Transfer	The Supplier shall provide Media Transfer Cases to the Contracting Authority	Per Case	████
Consumables	Security Seals	The Supplier shall provide Security Seals to the Contracting Authority	Per Pack of twenty plastic Security Seals	████

Help Desk

Title	Function	Requirement	UOM	Price
Help Desk	Help Desk- 24/7	The Supplier shall provide, where required, a 24/7 Help Desk service to be available to answer telephone enquiries, outside of the Contracting Authorities core operational hours (typically 08:00-18:00 Monday to Friday or as stipulated by the Contracting Authority as Further Competition).	Per additional non-core hour	████

Service Level 2:B DECANTING: Confidential waste: Off-Site shredding, Destruction and Disposal services

Title	Function	Requirement	UOM	Volume Discount					
				1-10	11-50	51-100	101 - 500	501 - 1000	1001+
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Destruction Sacks 15Kg	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Sack	■	■	■	■	■	■
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Destruction Sacks 20kg	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Sack	■	■	■	■	■	■
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Destruction Sacks 15Kg (Media)	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Sack	■	■	■	■	■	■
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Destruction Sacks 20Kg (Media)	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Sack	■	■	■	■	■	■

Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Console - 120L	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	per Console	████	████	████	████	████	████
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	Console - 170L	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Console	████	████	████	████	████	████
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	120L Waste Bin/Container	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	240L Waste Bin/Container	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████
Decanting: Confidential waste: Off-Site shredding, Destruction and Disposal services	360L Waste Bin/Container	The Supplier shall collect waste that is intended for Off-Site Destruction and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service. e.g. staff, provision or replacement of container, consumables, transport, shredding and disposal of waste. The Supplier shall transfer the waste from the lockable console or sack into a secure container/console on the vehicle for transportation off-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████

Service Level 3: Confidential waste: On-Site shredding, destruction and disposal services

Title	Function	Requirements	UOM	Unit Price	Volume Discount					
				1-10	11-50	51-100	101 - 500	501 - 1000	1001+	
Confidential waste: On-Site shredding, destruction and disposal services	Destruction Sacks 15Kg	The Supplier shall be responsible for the collection of waste from the specified bins/consoles/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Sack	█	█	█	█	█	█	█
Confidential waste: On-Site shredding, destruction and disposal services	Destruction Sacks 20Kg	The Supplier shall be responsible for the collection of waste from the specified bins/consoles/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Sack	█	█	█	█	█	█	█
Confidential waste: On-Site shredding, destruction and disposal services	Destruction Sacks 15Kg (Media)	The Supplier shall be responsible for the collection of waste from the specified bins/consoles/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Sack	█	█	█	█	█	█	█
Confidential waste: On-Site shredding, destruction and disposal services	Destruction Sacks 20Kg (Media)	The Supplier shall be responsible for the collection of waste from the specified bins/consoles/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Sack	█	█	█	█	█	█	█

Confidential waste: On-Site shredding, destruction and disposal services	Console - 120L	The Supplier shall be responsible for the collection of waste from the specified bins/containers/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Console	████	████	████	████	████	████
Confidential waste: On-Site shredding, destruction and disposal services	Console - 170L	The Supplier shall be responsible for the collection of waste from the specified bins/containers/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Console	████	████	████	████	████	████
Confidential waste: On-Site shredding, destruction and disposal services	120L Waste Bin/Container	The Supplier shall be responsible for the collection of waste from the specified bins/containers/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████
Confidential waste: On-Site shredding, destruction and disposal services	240L Waste Bin/Container	The Supplier shall be responsible for the collection of waste from the specified bins/containers/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████
Confidential waste: On-Site shredding, destruction and disposal services	360L Waste Bin/Container	The Supplier shall be responsible for the collection of waste from the specified bins/containers/sacks as per the appropriate service level and shall replace consumables upon collection. The Supplier shall provide a monthly collection on the basis of a monthly service charge which should include all costs associated with providing the service, e.g. staff, provision of container, consumables, transport, shredding and disposal of waste. The Supplier shall ensure the absolute security of confidential waste paper, from collection to Destruction to recycling and shall complete Destruction on-site. For further information on the requirements of this service level please refer to section 5	Per Waste Bin/Container	████	████	████	████	████	████

Additional destruction activity costs	UOM	Price
Retrieval of the Item from Storage	Per File	■
Destruction of the Record	Per File	■■■■■
Retrieval of the Item from Storage	Per Box	■
Destruction of the Box	Per Box	■

Specialist Records Management Services Transactional Charges

				On Site		Off Site	
			Person Specification	Normal staff member		Normal staff member	
Title	Function	Requirement		Half Day	Full Day	Half	Full
Staff	Listing	The Supplier shall undertake all Listing services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7 , Listing Service 6.8.1 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Lister	■■■■■	■■■■■	■■■■■	■■■■■
Staff	Listing	The Supplier shall undertake all Listing services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7 , Listing Service 6.8.1 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Listing Project Manager	■■■■■	■■■■■	■■■■■	■■■■■
Staff	Cataloguing	The Supplier shall undertake all Cataloguing services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, Cataloguing Services 6.8.2 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Cataloguer	■■■■■	■■■■■	■■■■■	■■■■■
Staff	Cataloguing-PM	The Supplier shall undertake all Cataloguing services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, Cataloguing Services 6.8.2 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Cataloguing Project Manager	■■■■■	■■■■■	■■■■■	■■■■■
Staff	Record Preparation-PM	The Supplier shall undertake all record Preparation services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage. and Induction 6.7, Record Preparation Service 6.8.9.15 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per record Preparer Project Manager	■■■■■	■■■■■	■■■■■	■■■■■

Staff	Appraisal and Selection	The Supplier shall undertake all Appraisal and Selection services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, Appraisal and Selection services 6.8.3, 6.8.3.7, 6.8.3.13, 6.8.4, 6.8.5, 6.8.5.5, 6.8.6, 6.8.6.4, 6.8.7, 6.8.7.3, 6.8.3.6, 6.8.7.4, 6.8.7.5, 6.8.8, 6.8.8.9 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Appraiser/Selector	████	████	████	████
Staff	Appraisal and Selection- PM	The Supplier shall undertake all Appraisal and Selection services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, Appraisal and Selection services 6.8.3, 6.8.3.7, 6.8.3.13, 6.8.4, 6.8.5, 6.8.5.5, 6.8.6, 6.8.6.4, 6.8.7, 6.8.7.3, 6.8.3.6, 6.8.7.4, 6.8.7.5, 6.8.8, 6.8.8.9 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Appraisal and Selection Project Manager	████	████	████	████
Staff	Triage Sensitivity Review	The Supplier shall undertake all On-Site Triage Sensitivity Review Services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, On-Site Triage Sensitivity Review Service 6.8.9 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Triage Sensitivity Reviewer	████	████	████	████
Staff	Triage Sensitivity Review - PM	The Supplier shall undertake all On-Site Triage Sensitivity Review Services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage and Induction 6.7, On-Site Triage Sensitivity Review Service 6.8.9 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per Triage Sensitivity Review Project Manager	████	████	████	████

Title	Function	Requirements	UOM	Price
Record Preparation	Record Preparation	The Supplier shall undertake all record Preparation services in accordance with this specification of requirements provided by the Contracting Authority at further competition stage. Examples of Preparation of record(s) service requirements are, but are not limited to: removal of metal items e.g. paper clips, staples and pin; removal of rubber and plastic items e.g. rubber bands and plastic wallets; endorsing torn, loose or badly damaged papers with their reference number and insert into polyester enclosure to prevent further damage; endorse papers with degrading adhesive tape stuck to them with their reference numbers and insert into polyester enclosures to prevent further damage; tagging relevant documentation together. Further details of this requirement can in Service Line 4 - Induction 6.7, Record Preparation Service 6.8.9.15 and Supplier Personnel 6.11 of Framework Schedule 2. .	Per page	████

Transport

Title	Function	Requirement	UOM	Initial Minimum Transport Price for up to 10 boxes (1-10 boxes)	Additional charge - per additional box for 11-20 boxes	Additional charge - per additional box for 21-50 boxes	Additional charge -per additional box for 51+ boxes
Transportation	Transportation next day delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	████	████	████	████

Transportation	Transportation one week delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Authorities Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Authorities reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	████	████	████	████
Transportation	Transportation 2 hour delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	████	████	████	████
Transportation	Transportation same day delivery	Standard transportation of articles as part of a pre established route wherever possible to a Contracting Bodies Site over any distance within UK (including Northern Ireland) Hourly labour (driver and assistant where applicable), vehicle lease, running costs and fuel. Delivery charges also include tracking of record and electronic signature upon delivery. **Contracting Bodies reserve the right to utilise the pan Government Courier framework for the movement or records under this framework.	Per Box per Trip	████	████	████	████

Consumables

Title	Function	Requirement	UOM	Price	Box Sizes (Please provide measurements for box sizes as priced)
Consumables	Cotton Tape	The Supplier shall provide Cotton Tape to the Contracting Authority	Per Roll	████	
Consumables	Chinagraph Pencil	The Supplier shall provide Chinagraph Pencils to the Contracting Authority	Per Pencil	████	
Consumables	Plastic Ended Tags (152mm)	The Supplier shall provide Tags to the Contracting Authority	Per 100 Tags	████	
Consumables	Archival Tube 10" Diameter	The Supplier shall provide Archival Tube to the Contracting Authority	Per Tube	████	
Consumables	Acid free envelopes	The Supplier shall provide Acid Free Envelopes to the Contracting Authority	Per 50 envelopes	████	

Consumables	Bubble Wrap	The Supplier shall provide Bubble Wrap to the Contracting Authority	Per Roll	████	
Consumables	Corrugated Cardboard 450mm x 75m	The Supplier shall provide Corrugated Cardboard to the Contracting Authority	Per Roll	████	
Consumables	Euro Pallet	The Supplier shall provide Euro pallets to the Contracting Authority that fit the Euro pallet specification	Per Euro Pallet	████	
Consumables	British Standard Pallet	The Supplier shall provide British Standard pallets to the Contracting Authority	Per British standard Pallet	████	
Consumables	Elastic Bands	The Supplier shall provide Elastic Bands to the Contracting Authority	Per 100 Elastic Bands	████	
Consumables	Shrink Wrap	The Supplier shall provide Shrink Wrap to the Contracting Authority	Per Roll	████	
Consumables	Parcel Tape	The Supplier shall provide parcel tape to the Contracting Authority	Per Roll	████	
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Small Box	████	380mm x 315mm x 285mm
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Medium Box	████	396mm x 339mm x 280mm
Consumables	Box	The Supplier shall provide boxes to the Contracting Authority	Per Large Box	████	410mm x 490mm x 270mm
Consumables	Polyester enclosure (also known as Poly Pockets)	The Supplier shall provide Polyester Enclosures to the Contracting Authority	Per pack of ten	████	

Consumables	Photocopying Paper	The Supplier shall provide Photocopying Paper to the Contracting Authority	Per Box of A5 (including x reams)	████	
Consumables			Per Box of A4 (including x reams)	████	
Consumables			Per Box of A3 (including x reams)	████	
Consumables	Photocopying Documentation	The Supplier shall Photocopy the Contracting Authority's Records.	Per Sheet A5	████	
Consumables			Per Sheet A4	████	
Consumables			Per Sheet A3	████	
Consumables	Biro Pen (Black)	The Supplier shall provide Biro Pens (Black) to the Contracting Authority	Per Pen	████	
Consumables	Self Adhesive Note Pad (Small)	The Supplier shall provide Self Adhesive Note Pad to the Contracting Authority	Per Self Adhesive Note Pad	████	

	Title	Function	Requirement	UOM	Price
File Preparation Services for Transfer to TNA ONLY	Staff	Record Preparation- PM	The Supplier shall undertake all record Preparation services in accordance with the specification of requirements provided by the Contracting Authority at further competition stage. and Induction 6.7, Record Preparation Service 6.8.9.15 and Supplier Personnel 6.11 of Framework Schedule 2, Service Line 4.	Per record Preparer Project Manager	████

Off-Site Records Information Management Services - Scanning

(The Supplier shall provide pricing for an Off-site scanning requirement ONLY- On-site scanning will be priced at call-off).
 The Contracting Authority has not benefitted from this service previously, but is seeking to use this service line to resolve existing storage issues and revolutionise the way new records are stored.

Title	Function	Requirement	UOM	Price	Price	Price
				1-100 images/pages	101-500 images/pages	501+ images/pages
Scanning	Pre-scanning Preparation Service	The Supplier shall provide the Contracting Authority with a pre-scanning preparation service. as a minimum, the Supplier shall ensure that Records are prepared for Scanning by removing all staples, paperclips, treasury tags and all other bindings leaving each piece of paper separate. The Supplier shall also, when necessary, trim pages to prepare the record for Scanning.	Per Page	████	████	████
Scanning	Scanning – Mono Maximum image size A4	Scan, index up to 4 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	████	████	████
Scanning	Scanning – Colour Maximum image size A4	Scan, index up to 4 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	████	████	████
Scanning	Scanning – Mono Maximum image size A3	Scan, index up to 4 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	████	████	████
Scanning	Scanning – Colour Maximum image size A3	Scan, index up to 4 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	████	████	████
Scanning	Hard Drive	The Supplier shall transfer of scanned images / items on to a Hard Drive and supply of Hard Drive	Per 1TB hard drive	████	████	████
Scanning	Electronic Storage	The Supplier shall securely store scanned items/ images on the Suppliers Records Management System	Per Gb per month	████	████	████
Scanning	Records Repository	The Supplier shall, upon request, scan the Records and supporting items into the Contracting Authority's Document Repository System (DRS). For single items this should be completed within 24 hours, and for bulk scanning projects this should be completed within 72 hours; or unless otherwise specified by the Contracting Authority.	Per Image	████	████	████
Scanning	Amend system data	The Supplier shall make a change to or amendment to electronic inventory	Per amendment	████	████	████

Scanning	Link	The Supplier shall provide a service for linking part Primary records and Secondary records (both physical and digital) to Primary records	Per item linked	█	█	█
Scanning	Retrieval	The Supplier shall carry out the electronic retrieval of a scanned document from the Suppliers DRS and send to Customer by secure FTP where possible	Per Image	█	█	█
Scanning	Permanent withdrawal	The Supplier shall carry out the permanent withdrawal of scanned image from storage and amendment to electronic inventory	Per Image	█	█	█

Scanning (The Supplier shall provide pricing for an Off-site scanning requirement - On-site scanning will be priced at call-off)

Title	Function	Requirement	UOM	Price	Price	Price
				1-100 images	101-500 images	501+ images
Scanning	Scanning – Mono Maximum image size A2	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	Scanning – Colour Maximum image size A2	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	Scanning – Mono Maximum image size A1	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	Scanning – Colour Maximum image size A1	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	Scanning – Mono A0	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	Scanning – Colour A0	Scan, index up to 5 fields, record scanned to full text PDFs, the digital records made available to the Contracting Bodies and securely deleted after 28 days unless Contracting Bodies' require digital Storage Services.	Per Image	█	█	█
Scanning	USB	The Supplier shall transfer scanned images/items onto an USB, this includes encryption and the provision of a USB	Per USB	█	█	█

ANNEX 2: PAYMENT TERMS/PROFILE

1. The Customer shall pay the Supplier the Charges in accordance with the Contract, subject to successful delivery of the Services against the KPIs or Service Levels set out in Call off Schedule 6. The Charges are exclusive of all expenses incurred by the Supplier in relation to its provision of the Services.
2. The Customer may review the detailed costs to ensure that the Contract is value for money.
3. Indexation shall not apply to the Charges.
4. The Supplier shall be entitled to invoice the Charges outlined at Call Off Schedule 3 (Annex 1) following acceptance by the Customer of satisfactory completion of the Services outlined at Call Off Schedule 2, monthly in arrears.

CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN, CUSTOMER RESPONSIBILITIES AND KEY PERSONNEL

1. INTRODUCTION

- 1.1 This Call Off Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Goods and/or Services.

2. IMPLEMENTATION PLAN

- 2.1 The Implementation Plan is set out in the attached document:

Note: Implementation Plan redacted

CALL OFF SCHEDULE 5: TESTING

3. DEFINITIONS

3.1 In this Call Off Schedule 5, the following definitions shall apply:

"Component"	means any constituent parts of the Goods and/or Services, bespoke or COTS, hardware or software;
"COTS"	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Certificate"	means a certificate materially in the form of the document contained in Annex 2 issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in paragraph 10.1 of this Call Off Schedule 5;
"Test Issue Threshold"	means, in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 7 of this Call Off Schedule 5;
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 7 of this Call Off Schedule;
"Test Success Criteria"	means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 9 of this Call Off Schedule;
"Test Witness"	means any person appointed by the Customer pursuant to paragraph 13 of this Call Off Schedule; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule .

4. INTRODUCTION

- 4.1 This Call Off Schedule 5 (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Test Plan.

5. RISK

- 5.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 5.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Customer's requirements for that Deliverable or Milestone; or
 - 5.1.2 affect the Customer's right subsequently to reject:
 - (a) all or any element of the Deliverables to which a Test Certificate relates; or
 - (b) any Milestone to which the Satisfaction Certificate relates.
- 5.2 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:
- 5.2.1 the Goods and/or Services are implemented in accordance with this Call Off Contract; and
 - 5.2.2 each Service Level is met.

6. TESTING OVERVIEW

- 6.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 6.2 The Supplier shall not submit any Deliverable for Testing:
- 6.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 6.2.2 until the Customer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
 - 6.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 6.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 6.4 Prior to the issue of a Test Certificate, the Customer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 6.5 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

7. TEST STRATEGY

- 7.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call Off Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.

- 7.2 The final Test Strategy shall include:
- 7.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 7.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 7.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 7.2.4 the procedure to be followed to sign off each Test;
 - 7.2.5 the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues
 - 7.2.6 the names and contact details of the Customer's and the Supplier's Test representatives;
 - 7.2.7 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and reports relating to such personnel, and Customer and/or third party involvement in the conduct of the Tests;
 - 7.2.8 the technical environments required to support the Tests; and
 - 7.2.9 the procedure for managing the configuration of the Test environments.

8. TEST PLANS

- 8.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 8.2 Each Test Plan shall include as a minimum:
- 8.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied;
 - 8.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the relevant Test Issue Thresholds;
 - (b) the timetable for the Tests including start and end dates;
 - (c) the Testing mechanism;
 - (d) dates and methods by which the Customer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - (e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (f) the format and an example of Test progress reports and the process with which the Customer accesses daily Test schedules;
 - (g) the process which the Customer will use to review Test Issues and the Supplier's progress in resolving these on a timely basis; and

- (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
- (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

8.3 The Customer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Customer in the Test Plan.

9. TEST SUCCESS CRITERIA

9.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to paragraph 8 of this Call Off Schedule 5.

10. TEST SPECIFICATION

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

10.2 Each Test Specification shall include as a minimum:

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

11. TESTING

11.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

11.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with paragraph 13 of this Call Off Schedule.

11.3 The Supplier shall notify the Customer at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Customer shall ensure that the Test Witnesses attend the Tests, except where the Customer has specified in writing that such attendance is not necessary.

11.4 The Customer may raise and close Test Issues during the Test witnessing process.

11.5 The Supplier shall provide to the Customer in relation to each Test:

- 11.5.1 a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
 - 11.5.2 the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 11.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 11.6.1 an overview of the Testing conducted;
 - 11.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 11.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
 - 11.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 11.6.5 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with paragraph 12.1 of this Call Off Schedule; and
 - 11.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 11.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 11.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 11.9 If the Supplier successfully completes the requisite Tests, the Customer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Goods and/or Services are implemented in accordance with this Call Off Contract.

12. TEST ISSUES

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

13. TEST WITNESSING

- 13.1 The Customer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Customer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 13.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 13.3 The Test Witnesses:
 - 13.3.1 shall actively review the Test documentation;
 - 13.3.2 will attend and engage in the performance of the Tests on behalf of the Customer so as to enable the Customer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 13.3.3 shall not be involved in the execution of any Test;
 - 13.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 13.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been Achieved;
 - 13.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 13.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

14. TEST QUALITY AUDIT

- 14.1 Without prejudice to its rights pursuant to Clause 21 (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.
- 14.2 The focus of the Testing Quality Audits shall be on:
 - 14.2.1 adherence to an agreed methodology;
 - 14.2.2 adherence to the agreed Testing process;
 - 14.2.3 adherence to the Quality Plan;
 - 14.2.4 review of status and key development issues; and
 - 14.2.5 identification of key risk areas.
- 14.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 14.4 The Customer will give the Supplier at least 5 Working Days' written notice of the Customer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer will materially and adversely impact the Implementation Plan.

- 14.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Customer witnessing Tests and demonstrations of the Deliverables to the Customer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Customer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Customer to enable it to carry out the Testing Quality Audit.
- 14.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer shall:
- 14.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
- 14.6.2 subsequently prepare a written report for the Supplier detailing its concerns,
- and the Supplier shall, within a reasonable timeframe, respond in writing to the Customer's report.
- 14.7 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Satisfaction Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

15. OUTCOME OF TESTING

- 15.1 The Customer will issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 15.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria, then the Customer shall notify the Supplier and:
- 15.2.1 the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues;
- 15.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Customer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 15.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 15.3 The Customer shall be entitled, without prejudice to any other rights and remedies that it has under this Call Off Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 15.4 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

- 15.4.1 the issuing by the Customer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 15.4.2 performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 15.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Schedule 3 (Call Off Contract Charging, Payment and Invoicing).
- 15.6 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out:
- 15.6.1 the applicable Test Issues; and
 - 15.6.2 any other reasons for the relevant Milestone not being Achieved.
- 15.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 15.8 If there is one or more Material Test Issue(s), the Customer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 15.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 15.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within 10 Working Days of receipt of the Customer's report pursuant to paragraph 15.3 of this Call Off Schedule); and
 - 15.9.2 where the Customer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

1. SEVERITY 1 ERROR

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

2. SEVERITY 2 ERROR

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

3. SEVERITY 3 ERROR

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Goods and/or Services;

but for which, as reasonably determined by the Customer, there is a practicable workaround available;

4. SEVERITY 4 ERROR

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

5. SEVERITY 5 ERROR

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

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

FROM: [insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverable(s): *[Insert relevant description of the agreed Deliverables/Milestones]*

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the *[insert Customer name]* ("**Customer**") and *[insert Supplier name]* ("**Supplier**") dated *[insert Call Off Commencement Date dd/mm/yyyy]*.

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

[We confirm that all of the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone(s): [Insert relevant description of the agreed Milestones].

We refer to the agreement ("**Call Off Contract**") [insert Call Off Contract reference number] relating to the provision of the [insert description of the Goods and/or Services] between the [*insert Customer name*] ("**Customer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call Off Commencement Date dd/mm/yyyy*].

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

[We confirm that all the Deliverables relating to [insert relevant description of agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule 5 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. SCOPE

1.1 This Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule 6 comprises:

1.2.1 Part A: Service Levels and Service Credits;

1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table;

1.2.3 Annex 1 to Part B: Performance Monitoring; and

1.2.4 Annex 2 to Part B: Additional Performance Monitoring Requirements.

PART A: SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

- 1.1 The Supplier shall provide a suitably qualified nominated Call Off Contract manager, as well as a suitably qualified deputy to act in their absence, who will take over all responsibility for delivering the Goods and/ or Services required within this Call Off Contract and ensuring that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 1.2 The Supplier shall within five (5) working days of the Call Off Contract Commencement Date send to the Contracting Authorities the name and contact details (including email address and telephone numbers) of the nominated Call Off Contract Manager and Deputy Call Off Contract Manager for this Call Off Contract. The Supplier shall have arrangements in place to deal with annual leave or any other (un)planned absence.
- 1.3 The Supplier shall communicate any change in Call Off Contract Manager to Contracting Authorities, no less than one (1) month in advance of the planned change.
- 1.4 The Supplier shall provide a managed service through the provision of a dedicated Call Off Contract manager where required on matters relating to:
 - 1.4.1 Supply performance;
 - 1.4.2 Quality of Goods and/or Services;
 - 1.4.3 Customer support;
 - 1.4.4 Complaints handling; and
 - 1.4.5 Accurate and timely invoices.
- 1.5 The Supplier accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Part A of this Call Off Schedule 6 will result in Service Credits being issued to Customers.

2. PRINCIPAL POINTS

- 2.1 The objectives of the Service Levels and Service Credits are to:
 - 2.1.1 ensure that the Goods and/or Services are of a consistently high quality and meet the requirements of the Customer;
 - 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
 - 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of this Call Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to

this Part A of this Call Off Schedule 6 (the “**Service Level Performance Criteria**”) and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call Off Schedule 6.

- 3.3 The Supplier shall, at all times, provide the Goods and/or Services in such a manner that the Service Levels Performance Measures are achieved.
- 3.4 If the level of performance of the Supplier of any element of the provision by it of the Goods and/or Services during the Call Off Contract Period:
- 3.4.1 is likely to or fails to meet any Service Level Performance Measure or
 - 3.4.2 is likely to cause or causes a Critical Service Failure to occur,
 - 3.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:
 - (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
 - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
 - (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Call Off Schedule 6; or
 - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).
- 3.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

4. SERVICE CREDITS

- 4.1 Annex 1 to this Part A of this Call Off Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Call Off Schedule 6, shall be a recurrent period of **one Month** during the Call Off Contract Period (the “**Service Period**”).
- 4.2 Annex 1 to this Part A of this Call Off Schedule 6 includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Supplier.

- 4.3 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Call Off Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 4.4 Service Credits are a reduction of the amounts payable in respect of the Goods and/or Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Part A of this Call Off Schedule 6.

5. NATURE OF SERVICE CREDITS

- 5.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

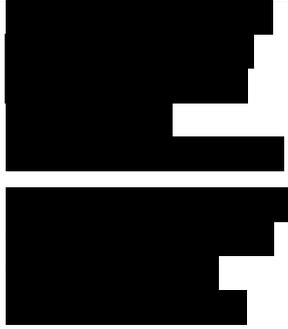
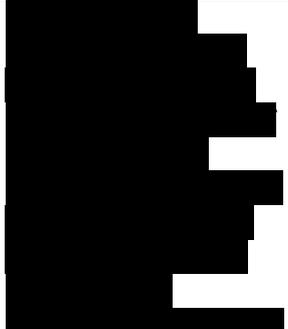
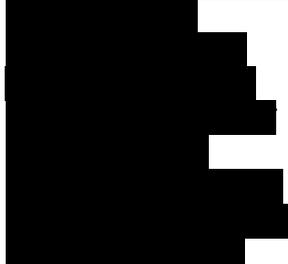
ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

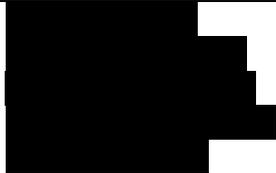
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ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

APPLICABLE FOR LOT 3, LOT 4, LOT 5, LOT 6 AND LOT 7

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Accurate and timely billing of Customer	Accuracy /Timeliness	Accurate monthly invoice provided to Customer within 10 working days after month end every month (100%)	Inaccurate invoices provided for 3 consecutive months constitutes critical service failure	[REDACTED]
Helpdesk provision	Availability/ Timeliness	Access to Helpdesk (08:00 – 18:00 Monday to Friday except UK Public and Bank Holidays at least 100% at all times	Below 98% for 3 consecutive months constitutes critical service failure	[REDACTED]
		Full response provided by the helpdesk, or a revised response target agreed within 24 hours of a customer enquiry (100%)	Below 98% for 3 consecutive months constitutes critical service failure	[REDACTED]
Complaints handling	Timeliness	100% of complaints to be acknowledged within 2 working days of receipt and resolved within 5 working days of receipt.	Below 95% for 3 consecutive months constitutes critical service failure	[REDACTED]
Transportation of records (intake and retrieval)	Timeliness	Same Day 100% of records delivered: i) If requested before	Below 98% for 3 consecutive months constitutes critical service failure	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		<p>10:00, are delivered the same day by 17:00.</p> <p>ii) If requested before 15:00, are delivered by 12:00 the next working day.</p>		
		<p>Next Day</p> <p>95% of records requested for <i>collection</i> by 3.30pm are collected next day by 5pm</p> <p>95% of records requested for <i>delivery</i> by 3pm are delivered next day by 5pm</p>	<p>Below 93% for 3 consecutive months constitutes critical service failure</p>	
		<p>Urgent (Two Hour) 100% of records requested for delivery by 3.30pm are delivered within 2 hours</p>	<p>Below 98% for 3 consecutive months constitutes critical service failure</p>	
Intake of records (including linking and interfiling)	Accuracy/ Timeliness	100% of new records registered on RIM system and put away within 48 hours of receipt.	Monthly total below 98% for 3 consecutive months constitutes critical service failure	
Management Information (MI)	Accuracy/ Timeliness	100% of the below MI is provided in a full and accurate report within 5 working days of month end or receipt of request from the Contracting Authority:	Inaccurate/late provision of MI reports for 3 consecutive months constitutes critical service failure	

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		<ul style="list-style-type: none"> • Records not retrieved from storage within previous 12 months (from 13 months after Call Off Contract commencement) • Records due for destruction within the next month / 6 months / 12 months • Volume of records held in store • Retrieval activity • Destruction and disposal activity • Intake activity • Transportation activity • Performance against KPI's including exception report • Digitisation activity • Archiving activity • Specialist Records Management Services activity • Storage capacity management • Highlight report • RIM user activity • Additional value added reporting as suggested by the supplier and/or Contracting Authority 		
Automatic space consolidation	Accuracy	100% of boxes of registered files must be consolidated so that box capacity does not fall below 80%.	Monthly total below 95% for 3 consecutive months constitutes critical	

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
			service failure	[REDACTED]
Permanent Withdrawal of Records	Timeliness	1 – 50 records – 100% of records permanently withdrawn within 24 hours	Monthly total below 98% for 3 consecutive months constitutes critical service failure	[REDACTED]
		51 – 1000 records – 100% of records permanently withdrawn within 3 working days		
Searches	Timeliness/ Accuracy	100% within 24 hours of instruction from the Contracting Authority.	Monthly total below 98% for 3 consecutive months constitutes critical service failure	[REDACTED]
Destruction of records	Timeliness/ Accuracy	100% of requests for destruction to be acknowledged by the Supplier within 24 hours of instruction from the Contracting Authority	Below 98% for 3 consecutive requests for destruction constitutes critical service failure	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
				[REDACTED]
		90% of destruction activity completed within 30 working days of receipt of instruction from Contracting Authority (to include any sub-contracted activity)	Below 88% for 3 consecutive instances of destruction activity constitutes critical service failure	[REDACTED]
		100% of destruction certificates to be provided to CA within 5 working days after date of destruction	Below 98% for 3 consecutive instances of destruction activity constitutes critical service failure	[REDACTED]
		100% of boxes where registered files have been removed for destruction to be consolidated to ensure a minimum of 80% capacity within 10	Below 98% for 3 consecutive instances of destruction activity constitutes critical	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		working days of completion of destruction activity	service failure	[REDACTED]
Specialist Records Management Services	Timeliness/ Accuracy	The Supplier shall produce 100% of Series Level Assessment Questionnaires (SLAQs) where requested by the Contracting Authority, and return these to the nominated person within 10 working days of receipt of the request.	Below 95% completed and returned within 10 working days in 3 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall review 100% of the titles of all files identified as requiring review under the 20 Year Rule and provide recommendations to the Contracting Authority 5 working days of receipt of instruction.	Below 95% completed and returned with recommendations within 5 working days in 3 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall carry out appraisal and selection of 100% of files within 2 months of receipt of instruction from the Contracting Authority and provide a	Below 95% completed within 2 months in 3 consecutive instances constitutes critical service failure	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		list of the reviewed files and their recommendation.		[REDACTED]
		The Supplier shall complete 100% of file cleaning to a standard considered sufficient, upon inspection by TNA, within 2 attempts for the first 6 months of the contract after which time it is expected that 98% of records preparation work will be submitted correctly at the first attempt.	Below 95% of records prepared for transfer to TNA submitted correctly at first attempt (from month 7 of contract onwards) in 3 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall clean 100% of records ready for TNA to collect within 1 calendar month of receipt from the Contracting Authority.	Below 95% of records ready for TNA collection within 1 calendar month in 2 consecutive instances constitutes critical service failure	[REDACTED]
		100% of cleaned files will be despatched to TNA within 48 hours of TNA sign off, provided that TNA have confirmed they have capacity to receive the files.	Below 95% of records despatched to TNA within 48 hours in 2 consecutive instances constitutes critical	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
			service failure	[REDACTED]
		The Supplier shall sensitivity review 100% of records within 2 calendar months of receipt from the Contracting Authority.	Below 95% of records sensitivity reviewed within 2 calendar months of receipt in 2 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall provide the Contracting Authority with a list of 100% of the files requiring application for closure within 5 working days of completing the sensitivity review.	Provision of a list of 100% of the files requiring application for closure over 5 days after completion of sensitivity review for 2 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall ensure that 100% of redactions are carried out within 5 working days of the instruction being received from the Contracting Authority.	Redactions carried out in excess of 5 working days of receipt of instruction for 3 consecutive instances constitutes critical	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
			service failure	[REDACTED]
		The Supplier shall provide a report of completed Specialist Records Management activity within 5 working days of its conclusion.	Report provided in excess of 5 working days after completion of activity in 2 consecutive instances constitutes critical service failure	[REDACTED]
		The Supplier shall ensure that 100% of RIM System records, where related files are undergoing specialist activity, are amended to reflect the current status/position within 1 working day of activity having commenced.	Below 95% of RIM System records amended to reflect current status within 1 working day of activity in 3 consecutive months constitutes critical service failure	[REDACTED]
Service Review Meetings	Timeliness/Accuracy	100% of monthly service review meeting agendas to be issued to the Contracting Authority at least 1 working day in advance of the meeting.	Meeting agendas issued less than 1 working day before meeting for 3 consecutive months constitutes critical service failure	[REDACTED]

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
		100% of monthly service review meeting minutes, agreed actions and record of issues/projects under review to be issued to the Contracting Authority within 5 working days after the meeting.	Meeting minutes, actions and record of issues/projects issued more than 5 working days after the meeting for 3 consecutive months constitutes critical service failure	
Records Information Management (RIM) System	Timeliness/Accuracy	100% of system issues resolved within 4 working hours of a report of an incident (non-cosmetic) from the Contracting Authority	Monthly total of incidents resolved within 4 working hours below 98% for 3 consecutive months constitutes critical service failure	
		Data to be accurate for at least 98% of the monthly, quarterly and/or annual sampling by the Contracting Authority.	Data found to be inaccurate for over 5% of the sample over 3 consecutive samples constitutes critical service failure	

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example: 100% (e.g. Service Level Performance Criterion of complaints acknowledged within 2 working days of receipt) - 96% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 2% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

ANNEX 1 TO PART B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 Part B to this Call Off Schedule 6 provides the methodology for monitoring the provision of the Goods and/or Services:
- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Goods and/or Services ("**Performance Monitoring System**").
- 1.2 Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call Off Schedule 6 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part B of this Call Off Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.1.3 any Critical Service Level Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.
- 3.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;

- 3.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
 - 3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 3.5 The Supplier shall manage the Call Off Contract for Lots 2, 3, 4, 5 and 6 by utilising the Contracting Authorities tiered Supplier Relationship Management (SRM) approach as set out in clause 3.6, which provides escalation routes and enables development of the key strategies at senior levels.
- 3.6 The Supplier shall agree the level of engagement and frequency with Contracting Authorities within one (1) month of the Call Off Contract Commencement Date, but as a minimum this shall include the following for Lots 2, 3, 4, 5 and 6:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Meeting or telephone conference	To be agreed at Implementation	Monthly MI Highlight Report
Quarterly	Operational	Meeting	To be agreed at Implementation	Highlight Report Dashboard Continuous Improvement Plan
Bi-annually	Operational / Strategic	Meeting	To be agreed at Implementation	Dashboard, Mid-Year Review and Forecast Report
Annually	Strategic	Meeting	To be agreed at Implementation	Dashboard, End of Year Review and Forecast Report

- 3.7 The Supplier's Call Off Contract Manager shall ensure where Service Levels are not being met, that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of Contracting Authorities which may include a Performance Improvement Plan (PIP).

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.

- 4.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.
- 4.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Call Off Contract (Continuous Improvement).

ANNEX 2 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

NOT USED

CALL OFF SCHEDULE 7: SECURITY

1. DEFINITIONS

1.1 In this Call Off Schedule 7, the following definitions shall apply:

"Breach of Security"	means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, in either case as more particularly set out in the security requirements in the Security Policy;
"ISMS"	the information security management system and process developed by the Supplier in accordance with paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule 7; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. INTRODUCTION

2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met.

2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.2.1 Customer – Claire Jurczuk

2.2.2 Supplier – John Coles

2.3 If the persons named in paragraphs 2.2.1 and 2.2.2 are included as Key Personnel, Clause 26 (Key Personnel) shall apply in relation to such persons.

2.4 The Customer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

2.5 Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.

2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Customer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.

- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Customer.
- 2.8 The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.

3. ISMS

3.1 The Supplier shall develop and submit to the Customer for the Customer's Approval, within twenty (20) working days after the Call Off Commencement Date or such other date as agreed between the Parties, an information security management system for the purposes of this Call Off Contract, which shall have been tested in accordance with Call Off Schedule 5 (Testing) and shall comply with the requirements of paragraphs 3.3 to 3.5 of this Call Off Schedule 7 (Security).

3.2 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The ISMS shall:

3.3.1 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract;

3.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;and

3.3.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Call Off Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) complies with the Security Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf ;
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management
http://www.cpni.gov.uk/Documents/Publications/2005/2005003-Risk_management.pdf
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework

<http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>

- (h) meets any specific security threats of immediate relevance to the ISMS, the Goods and/or Services and/or Customer Data;
 - (i) addresses issues of incompatibility with the Supplier's own organisational security policies;
 - (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 7; and
 - (k) complies with the Customer's ICT policies.
- 3.3.4 document the security incident management processes and incident response plans;
- 3.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Goods and/or Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Customer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.3.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Customer in advance of issue of the relevant Security Management Plan).
- 3.4 Subject to Clause 34 of this Call Off Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Call Off Schedule 7, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.6 If the ISMS submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph 3 of this Call Off Schedule 7 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Call Off Schedule 7 shall be deemed to be reasonable.

3.7 Approval by the Customer of the ISMS pursuant to paragraph 3.6 of this Call Off Schedule 7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

4. SECURITY MANAGEMENT PLAN

4.1 Within twenty (20) Working Days after the Call Off Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 4 of this Call Off Schedule 7 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Call Off Schedule 7.

4.2 The Security Management Plan shall:

4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

4.2.2 comply with the Baseline Security Requirements and Security Policy;

4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Call Off Schedule 7 is complied with by the Supplier;

4.2.4 detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Goods and/or Services;

4.2.5 unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services, including the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;

4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the delivery of the Goods and/or Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Call Off Schedule 7 (including the requirements set out in paragraph 3.3 of this Call Off Schedule);

4.2.7 demonstrate that the Supplier's approach to delivery of the Goods and/or Services has minimised the Customer and Supplier effort required to comply with this Call Off Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Call Off Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties.
 - 4.2.9 set out the scope of the Customer System that is under the control of the Supplier;
 - 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Goods and/or Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.
- 4.3 If the Security Management Plan submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 of this Call Off Schedule 7 shall be deemed to be reasonable.
- 4.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3 of this Call Off Schedule 7 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Goods and/or Services and/or associated processes;
 - (a) any new perceived or changed security threats; and
 - 5.1.3 any changes to the Security Policy;
 - 5.1.4 any new perceived or changed security threats; and
 - 5.1.5 any reasonable change in requirement requested by the Customer.
- 5.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security

Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to paragraph 5.4 of this Call Off Schedule 7, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 5.1 of this Call Off Schedule 7, a Customer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.
- 5.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

6. SECURITY TESTING

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Goods and/or Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Goods and/or Services so as to meet the Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Customer pursuant to this Call Off Contract, the Customer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Goods and/or Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.
- 6.4 Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Call Off Schedule 7 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system

management), the Supplier shall promptly notify the Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Security) to this Call Off Schedule 7) or the requirements of this Call Off Schedule 7, the change to the ISMS or Security Management Plan shall be at no cost to the Customer.

- 6.5 If any repeat Security Test carried out pursuant to paragraph 6.4 of this Call Off Schedule 7 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call Off Contract.

7. ISMS COMPLIANCE

- 7.1 The Customer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time, then the Customer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in paragraph 7.2 of this Call Off Schedule 7 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.

8. BREACH OF SECURITY

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this Call Off Schedule 7, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the

Customer Property and/or Customer Assets and/or ISMS to the extent that this is within the Supplier's control;

- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Goods and/or Services so as to meet the relevant Service Level Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Customer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Call Off Schedule 7, then any required change to the ISMS shall be at no cost to the Customer.

9. VULNERABILITES AND CORRECTIVE ACTION

9.1 The Customer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Customer's information.

9.2 The severity of threat vulnerabilities for Supplier COTS Software and Third Party COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those

vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Customer; or
 - 9.3.3 the Customer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Supplier Solution and Implementation Plan shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be upgraded within 6 months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such Supplier COTS Software and Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 months of release of the latest version; or
 - 9.4.2 is agreed with the Customer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Call Off Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Customer within five (5) Working Days of the end of each month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

- 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Customer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Customer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Notifiable Default, and the Supplier shall comply with the Rectification Plan Process.

ANNEX 1: BASELINE SECURITY REQUIREMENTS

1. HIGHER CLASSIFICATIONS

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

2. END USER DEVICES

- 2.1 When Customer Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group (“CESG”) to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme (“CPA”).
- 2.2 Devices used to access or manage Customer Data and services must be under the management authority of Customer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a ‘known good’ state prior to being provisioned into the management authority of the Customer. Unless otherwise agreed with the Customer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.cesg.gov.uk/eud-guidance>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Customer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Customer.

3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 3.1 The Supplier and Customer recognise the need for the Customer’s information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Customer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Customer Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration or the performance of any form of ICT management or support function with the Customer in advance where the proposed location is outside the UK. Such approval shall not be unreasonably withheld or delayed unless specified otherwise in this Agreement and provided that storage, processing and management of any Customer Data is only carried out offshore within:
 - 3.2.1 the European Economic Area (EEA);
 - 3.2.2 in the US if the Supplier and or any relevant Sub-Contractor have signed up to the US-EU Safe Harbour Agreement; or
 - 3.2.3 in another country or territory outside the EEA if that country or territory ensures an adequate level of protection by reason of its domestic law or of the international commitments it has entered into which have been defined as adequate by the EU Commission.

3.3 The Supplier shall:

- 3.3.1 provide the Customer with all Customer Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Customer Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Customer Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Customer Data held by the Supplier when requested to do so by the Customer.

4. **NETWORKING**

- 4.1 The Customer requires that any Customer Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 4.2 The Customer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. **SECURITY ARCHITECTURES**

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Customer Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<http://www.cesg.gov.uk/awarenesstraining/IA-certification/Pages/index.aspx>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. **PERSONNEL SECURITY**

- 6.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Personnel roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data.
- 6.3 The Supplier shall prevent Supplier Personnel who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Customer Data except where agreed with the Customer in writing.
- 6.4 All Supplier Personnel that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information

management principles. Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.

- 6.5 Where the Supplier or Sub-Contractors grants increased ICT privileges or access rights to Supplier Personnel, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. AUDIT AND MONITORING

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Goods and/or Services allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account logon and logoff events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Customer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 months.

ANNEX 2: SECURITY POLICY

NOTE: TNT RM PHYSICAL SECURITY POLICY REDACTED

ANNEX 3: SECURITY MANAGEMENT PLAN

NOTE: TNT CROSS POINT SECURITY MANAGEMENT REDACTED

CALL OFF SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY

9. DEFINITIONS

9.1 In this Call Off Schedule 8, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given to it in paragraph 10.2.1(b) of this Call Off Schedule 8;
"Disaster Recovery Plan"	has the meaning given to it in 10.2.1(c) of this Call Off Schedule 8;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 14.2 of this Call Off Schedule 8;
"Supplier's Proposals"	has the meaning given to it in paragraph 14.2.3 of this Call Off Schedule 8;

10. BCDR PLAN

10.1 Within thirty (30) Working Days from the Call Off Commencement Date the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

10.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Goods and/or Services; and

10.1.2 the recovery of the Goods and/or Services in the event of a Disaster.

10.2 The BCDR Plan shall:

10.2.1 be divided into three parts:

(a) Part A which shall set out general principles applicable to the BCDR Plan;

(b) Part B which shall relate to business continuity (the "**Business Continuity Plan**"); and

(c) Part C which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); and

10.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

10.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

10.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

10.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

10.4 If the Customer rejects the draft BCDR Plan:

- 10.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 10.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 10.3 and 10.4 of this Call Off Schedule 8 shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

11. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

11.1 Part A of the BCDR Plan shall:

- 11.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 11.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Goods and/or Services and any goods and/or services provided to the Customer by a Related Supplier;
- 11.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 11.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer from time to time;
- 11.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 11.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Goods and/or Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Goods and/or Services and with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 11.1.7 provide for documentation of processes, including business processes, and procedures;
- 11.1.8 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;

- 11.1.9 identify the procedures for reverting to “normal service”;
 - 11.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
 - 11.1.11 identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 11.1.12 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer’s business continuity plans.
- 11.2 The BCDR Plan shall be designed so as to ensure that:
- 11.2.1 the Goods and/or Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 11.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 11.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
 - 11.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 11.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Goods and/or Services or to the business processes facilitated by and the business operations supported by the provision of Goods and/or Services.
- 11.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call Off Contract.

12. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 12.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Goods and/or Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 12.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Goods and/or Services; and
 - 12.1.2 the steps to be taken by the Supplier upon resumption of the provision of Goods and/or Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 12.2 The Business Continuity Plan shall:
- 12.2.1 address the various possible levels of failures of or disruptions to the provision of Goods and/or Services;
 - 12.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Goods and/or Services (such goods and/or services and steps, the “**Business Continuity Goods and/or Services**”);

- 12.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Business Continuity Plan; and
- 12.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

13. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

- 13.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 13.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.
- 13.3 The Disaster Recovery Plan shall include the following:
 - 13.3.1 the technical design and build specification of the Disaster Recovery System;
 - 13.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the provision of Goods and/or Services to address any prevailing effect of the failure or disruption of the provision of Goods and/or Services;
 - 13.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Goods and/or Services during any period of invocation of the Disaster Recovery Plan;
 - 13.3.4 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 13.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule 8; and

13.3.6 testing and management arrangements.

14. REVIEW AND AMENDMENT OF THE BCDR PLAN

14.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):

- 14.1.1 on a regular basis and as a minimum once every six (6) months;
- 14.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
- 14.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 14.1.1 and 14.1.2 of this Call Off Schedule 8) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.

14.2 Each review of the BCDR Plan pursuant to paragraph 14.1 of this Call off Schedule 8 shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Goods and/or Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "**Review Report**") setting out:

- 14.2.1 the findings of the review;
- 14.2.2 any changes in the risk profile associated with the provision of Goods and/or Services; and
- 14.2.3 the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.

14.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

- 14.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
- 14.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.

- 14.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:
- 14.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - 14.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 14.3 and 14.4 of this Call Off Schedule 8 shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 14.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Goods and/or Services.

15. TESTING OF THE BCDR PLAN

- 15.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 15.2 of this Call Off Schedule 8, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Goods and/or Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 15.2 If the Customer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 15.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 15.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.
- 15.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Customer a report setting out:
- 15.5.1 the outcome of the test;
 - 15.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

- 15.5.3 the Supplier's proposals for remedying any such failures.
- 15.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.
- 15.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.
- 15.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Goods and/or Services or as otherwise reasonably requested by the Customer.

16. INVOCATION OF THE BCDR PLAN

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

CALL OFF SCHEDULE 9: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Call Off Schedule 9, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Goods and/or Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Call Off Schedule 9;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule 9 for managing the Parties' respective obligations under this Call Off Schedule 9;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Non-Exclusive Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Goods and/or Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule 9;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Call Off Schedule 9;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule 9;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier's Software, licences for Third Party

Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"

has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule 9;

"Transferring Contracts"

has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule 9.

2. INTRODUCTION

- 2.1 This Call Off Schedule 9 describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.
- 2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Goods and/or Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

- 3.1 During the Call Off Contract Period, the Supplier shall:
- 3.1.1 create and maintain a Register of all:
- (a) Supplier Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications); and
 - (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Goods and/or Services;
- 3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Goods and/or Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Goods and/or Services and to enable the smooth transition of the Goods and/or Services with the minimum of disruption;
- 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

- 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.
- 3.2 The Supplier shall:
- 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Goods and/or Services under this Call Off Contract; and
- 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s);
- 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
- 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
- 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;

- 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;
- 4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract; and
- 4.1.7 such other material and information as the Customer shall reasonably require,

(together, the “**Exit Information**”).

4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 4.5.1 prepare an informed offer for those Goods and/or Services; and
- 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. **EXIT PLAN**

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
- 5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9;
- 5.1.3 is otherwise reasonably satisfactory to the Customer.

5.2 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 its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 5.3.1 how the Exit Information is obtained;
 - 5.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;
 - 5.3.3 the management structure to be employed during the Termination Assistance Period;
 - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 5.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
 - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
 - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
 - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Goods and/or Services;
 - 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
 - 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
 - 5.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
 - 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
 - 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and

- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.

6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the Call Off 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:
 - 6.1.1 the date from which Termination Assistance is required;
 - 6.1.2 the nature of the Termination Assistance required; and
 - 6.1.3 the 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 Goods and/or Services.
- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
 - 7.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;
 - 7.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;
 - 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;
 - 7.1.4 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and

- 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

8. TERMINATION OBLIGATIONS

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
 - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
 - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
 - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:
 - (a) all copies of the Customer Software and any other software licensed by the Customer to the Supplier under this Call Off Contract;
 - (b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
 - (c) any parts of the ICT Environment and any other equipment which belongs to the Customer;
 - (d) any items that have been on-charged to the Customer, such as consumables; and
 - (e) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);

- (f) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises;
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
 - (a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS, SUB-CONTRACTS AND SOFTWARE

- 9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:
 - 9.1.1 terminate, enter into or vary any Sub-Contract;
 - 9.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
 - 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.
- 9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

- 9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier (“**Transferring Assets**”);
- 9.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Customer and/or the Replacement Supplier requires the continued use of; and
- 9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the “**Transferring Contracts**”),

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

- 9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.
- 9.4 Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.
- 9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer 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:
 - 9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 9.7 The Customer shall:
 - 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

- 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier.
- 10.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
- 10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier, unless approval has been obtained from the Customer which shall not be unreasonably withheld.

11. CHARGES

- 11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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

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

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

CALL OFF SCHEDULE 10: STAFF TRANSFER

1. DEFINITIONS

In this Call Off Schedule 10, the following definitions shall apply:

“Admission Agreement”	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none">(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;(b) unfair, wrongful or constructive dismissal compensation;(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;(d) compensation for less favourable treatment of part-time workers or fixed term employees;(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;(f) employment claims whether in tort, contract or statute or otherwise; <p>any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
“Fair Deal Employees”	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under

the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;

“Former Supplier”

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

“New Fair Deal”

the revised Fair Deal position set out in the HM Treasury guidance: *“Fair Deal for staff pensions: staff transfer from central government”* issued in October 2013;

“Notified Sub-Contractor”

a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;

“Replacement Sub-Contractor”

a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

“Relevant Transfer”

a transfer of employment to which the Employment Regulations applies;

“Relevant Transfer Date”

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;

“Schemes”

the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);

“Service Transfer”

any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;

“Service Transfer Date”

the date of a Service Transfer;

“Staffing Information”

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

(a) their ages, dates of commencement of employment or

engagement and gender;

- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Supplier's Provisional Supplier Personnel List"

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

"Transferring Customer Employees"

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

"Transferring Former Supplier"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will

Employees”

apply on the Relevant Transfer Date; and

**“Transferring Supplier
Employees”**

those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

The parties agree that TUPE does not apply at the commencement of the services and, therefore Part A has been deleted.

PART B

The parties agree that TUPE does not apply at the commencement of the services and, therefore Part B has been deleted.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

3. PROCEDURE IN THE EVENT OF TRANSFER

- 3.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 3.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 3.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
 - 3.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 3.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 3.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 3.4.1 no such offer of employment has been made;
 - 3.4.2 such offer has been made but not accepted; or
 - 3.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

4. INDEMNITIES

- 4.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
- 4.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 4.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 4.2 If any such person as is described in Paragraph 1.2 is neither re employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 4.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 4.4 The indemnities in Paragraph 2.1:
- 4.4.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 4.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.

5. PROCUREMENT OBLIGATIONS

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

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call Off Contract;
 - 1.1.3 the date which is twelve (12) months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
 - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

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

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

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
- 1.6.3 a description of the nature of the work undertaken by each employee by location.

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

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

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal

obligation to such trade union, body or person arising on or before the Service Transfer Date;

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

- 2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
 - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

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

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

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

- (a) any collective agreement applicable to the Transferring Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
 - 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
 - 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
 - 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the

failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS

CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11; and
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule 11;
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute in accordance with the Supplier's Escalation Policy document:



; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule 11, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the

Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Call Off Schedule 11, the Parties shall seek to resolve Disputes:

2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);

2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and

2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.

2.6 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.

2.7 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:

2.7.1 in paragraph 3.2.3, ten (10) Working Days;

2.7.2 in paragraph 4.2, ten (10) Working Days;

2.7.3 in paragraph 5.2, five (5) Working Days; and

2.7.4 in paragraph 6.2, ten (10) Working Days.

2.8 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer Representative and the Supplier Representative.

3.2 If:

3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;

3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct

of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule 11; or

- 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule 11 within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a “**Mediation Notice**”) in accordance with paragraph 4 of this Call Off Schedule 11.

4. **MEDIATION**

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice, then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. **EXPERT DETERMINATION**

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to an ICT technical, a financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
- 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the

documentation that the Expert requires for the purpose of the determination;

- 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
- 5.3.5 the process shall be conducted in private and shall be confidential; and
- 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;
- 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
- 6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:

- 6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule 11);
- 6.4.2 the arbitration shall be administered by the LCIA;
- 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall

be binding on the Parties in the absence of any material failure to comply with such rules;

- 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 6.4.5 the chair of the arbitral tribunal shall be British;
- 6.4.6 the arbitration proceedings shall take place in London and in the English language; and
- 6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

- 7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
 - 7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or
 - 7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("**the Customer**")

and

[insert name of Supplier] ("**the Supplier**")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

[Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off 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 Customer

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

CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS

NOT USED

CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

1. INTRODUCTION

- 1.1 This Call Off Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Call Off Contract.

2. CLAUSES SELECTED

- 2.1 The Customer may, in the Call Off Order Form, request the following Additional Clauses should apply:

2.1.1 Security Measures (see paragraph 5.1 of this Call Off Schedule 14);

3. IMPLEMENTATION

- 3.1 The appropriate changes have been made in this Call Off Contract to implement the Alternative and/or Additional Clauses specified in paragraph 4 of this Call Off Schedule 14 and the Additional Clauses specified in paragraphs 5 of this Call Off Schedule 14 shall be deemed to be incorporated into this Call Off Contract.

4. ALTERNATIVE CLAUSES

Clause 6.3 of Call-off Schedule 7 shall be replaced with;

6.3 The Contractor shall ensure that any IT systems and hosting environments that are used to hold Departmental Data being handled, stored or processed in the course of providing this service shall be subject to an independent IT Health Check (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

5. ADDITIONAL CLAUSES: GENERAL

5.1 SECURITY MEASURES

- 5.1.1 The following definitions to be added to Call Off Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

“EU – US Privacy Shield” is a framework for transatlantic exchanges of personal data for commercial purposes between the European Union and the United States. The EU-US Privacy Shield is a replacement for the International Safe Harbor Privacy Principles, which were declared invalid by the European Court of Justice in October 2015. The privacy shield website is at <https://www.privacyshield.gov>

“FIPS 140-2” is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.

“Government Security Classification Policy”, “GSCP”, “GSC” means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at:

<https://www.gov.uk/government/publications/government-security-classifications>

“NCSC” The National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. This supercedes CESG, which was formerly the National Technical Authority. The NCSC website is <https://www.ncsc.gov.uk>

“Secure sanitisation” Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>

5.1.2 The following new Clause 58 shall apply:

58. Departmental Security Standards

- 58.1. Where the Contractor will provide ICT products or Services or otherwise handle information at OFFICIAL on behalf of the Department, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Department.
- 58.2. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).
- 58.3. Departmental Data being handled in the course of providing the ICT solution or service must be segregated from other data on the Contractor’s or sub-contractor’s own IT equipment to both protect the Departmental Data and enable it to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 58.13
- 58.4. The Contractor shall have in place and maintain physical security and entry control mechanisms (e.g. door access) to premises and sensitive areas and separate logical access controls (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.

- 58.5. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 58.6. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 58.7 and 58.8 below
- 58.7. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 58.8. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to a minimum of FIPS140-2 standard or use another encryption standard that is acceptable to the Department.
- 58.9. Any electronic transfer methods across public space or cyberspace, including third party provider networks must be protected via encryption which has been certified to a minimum of FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 58.10. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure waste paper organisation.

- 58.11. When necessary to hand carry removable media and/or hardcopy paper documents containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 58.12. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 58.13. At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

The Contractor shall deliver ICT solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Policy Portfolio and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:

Existing security assurance for the services to be delivered, such as: PSN Compliance as a PSN Customer and/or as a PSN Service; NCSC (formerly CESG) Tailored Assurance (CTAS); inclusion in the Common Criteria (CC) or Commercial Product Assurance Schemes (CPA); ISO/IEC 27001 / 27002 or an equivalent industry level certification. Documented evidence of any existing security assurance or certification shall be required.

Existing HMG security accreditations that are still valid including: details of the body awarding the accreditation; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

Documented evidence of any existing security accreditation shall be required.

Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.

58.14. If no current security accreditation or assurance is held the Contractor and sub-contractors shall undergo appropriate security assurance activities as determined by the Department. Contractor and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)

5.2 General Data Protection Regulation (GDPR)

- 5.2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is detailed generally in clauses 34.3.1 to 38.3.8, and listed in Annex to Schedule 14 by the Customer and may not be determined by the Supplier.
- 5.2.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 5.2.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5.2.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Annex to Schedule 14, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iii) cost of implementing any measures;

- (c) ensure that :
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex to Schedule 14);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (e) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (f) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

5.2.5 Subject to clause 5.2.6, the Supplier shall notify the Customer within 2 Working Days if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 5.2.6 The Supplier's obligation to notify under clause 5.2.5 shall include the provision of further information to the Customer in phases, as details become available.
- 5.2.7 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 5.2.2 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) assistance as requested by the Customer following any Data Loss Event;
 - (d) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 5.2.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 5.2.9 No more than once per year, the Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor. The Customer will bear all costs for the audit.
- 5.2.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 5.2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms substantially similar as set out in this clause 5.2.11 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 5.2.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 5.2.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard

clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

5.2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 60 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX TO SCHEDULE 14: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Supplier shall comply with any further written instructions with respect to processing by the Customer.

Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Data processing for the provision of records management services.
Duration of the processing	From 01 May 2018 to 30 April 2025, including any subsequent extensions agreed between the parties.
Nature and purposes of the processing	<p>The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing will be to facilitate the delivery of records management services which will include regular contact with Customer staff and the processing (ie. filing and retrieving) of records which may feature the personal data of the data subjects identified below.</p>
Type of Personal Data	Name, address, date of birth, National Insurance Number, telephone number, personal financial data, images, biometric data and any other information not specified within this list that can be used to identify an individual.
Categories of Data Subject	Direct and indirect employees of the Contract Authority (including staff, volunteers, agents, temporary workers, contractors/sub-contractors), staff from other departments, clients, suppliers, patients, persons offering education services (including teachers, trainers, school auxiliary staff, etc.), students and their parents/carers/families, members of the public using Contracting Authority services, etc.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The personal data contained in Customer records being stored with the Supplier cannot be destroyed insofar as the records must be kept until the agreed destruction date.</p> <p>The records shall therefore be returned to the Customer or transferred to a new supplier upon Contract expiry in accordance with the exit plan agreed between the parties.</p>

CALL OFF SCHEDULE 15: CALL OFF TENDER

NOTE : CALL OFF TENDER RESPONSE REDACTED

Contact details and declaration

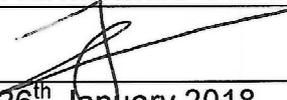
I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Department may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	Justin Clarke
1.3(b)	Name of organisation	TNT UK Limited.
1.3(c)	Role in organisation	Managing Director, Legal (Northern Europe)
1.3(d)	Phone number	01827 303030
1.3(e)	E-mail address	justin.clarke@fedex.com
1.3(f)	Postal address	TNT Express House, Holly Lane, Atherstone, Warwickshire CV9 2RY
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	26 th January 2018

APPROVED

Legal Department
24/1/18
Date

1.1. PART 2: EXCLUSION GROUNDS

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)

2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide	N/A
	the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No X
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A

Please Note: The Department reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes please provide details at 3.2

3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No X If yes please provide details at 3.2

3.1(j)	Please answer the following statements	
3.1(j) (i)	- The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) (ii)	- The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) (iii)	- The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	N/A

1.2. CONFLICTS OF INTEREST

The Department may exclude an organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the organisation to inform the Department, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Department should not represent a conflict of interest for the organisation.

1.3. TAKING ACCOUNT OF BIDDERS' PAST PERFORMANCE

The Department may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Department may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Department may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

1.4. NON-PAYMENT OF TAXES/SOCIAL SECURITY CONTRIBUTIONS

The Department reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that this section relating to tax compliance only applies where the Department has indicated that the contract is over £5million in value.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking „X“ in the relevant box).		
3.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2	Been found to be incorrect as a result of: <ul style="list-style-type: none"> ▪ HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or ▪ a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or ▪ the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If answering “Yes” to either 3.1 or 3.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Department to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of NonCompliance (OONC); or
- Changes in financial, accounting, audit or management procedures since the OONC.

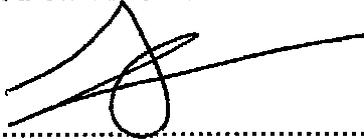
In order that the Department can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc.
 - Where the OONC relates to a DOTAS, the number of the relevant scheme.
 - The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended.
 - The level of any penalty or criminal conviction applied.

Declarations

- 1 TNT UK Limited declares that we accept the Framework RM3781 Call off order form and Call off Terms included at Document 3 as the basis of the contract subject to amendments to be agreed between the parties; and
- 2 agree that the Department may disclose the Contractor's information/documentation (submitted to the Department during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes".
- 3 declare that we have not communicated to any other party the amount or approximate amount of the tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this tender. The tender price has not been fixed nor adjusted in collusion with any third party, and
- 4 declare that the tender will remain valid for 90 days from 26th January 2018 and that we are not entitled to claim from the Department any costs or expenses incurred in preparing the tender or subsequent negotiations whether or not the tender is successful.

signed on behalf of the Tenderer



A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a horizontal line extending to the right.

APPROVED

Legal Department
24/1/18
Date

