

CALL-OFF CONTRACT

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CALL-OFF ORDER FORM

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [05.10.2022] ("**Call-Off Effective Date**")

1. BACKGROUND

- (A) On 11th June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (OJEU reference [2020/S 114-277986]), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 1st September 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
 - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
 - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier 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 unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

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3. CALL-OFF CONTRACT PARTICULARS

1.	The Customer	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ																					
2.	Supplier	Name: Crest Co-operative Registered address: Brierley House, Ferry Farm Road Llandudno Junction Conwy LL319SF Registered number: 3588496																					
3.	Call-Off Commencement Date	26 th October 2022																					
4.	Call-Off Expiry Date	25 th October 2023 (12 months) or if the Call-Off Contract is extended for all Extension Periods, 25 th October 2025 (36 months)																					
5.	Customer Representative (Clause 13.6.2)	[REDACTED], Head of Contracts – Probation Service - Wales																					
6.	Supplier Representative (Clause 13.6.2)	[REDACTED]																					
7.	Services	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution).																					
8.	Relevant terms	In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract: <table border="1" data-bbox="486 1317 1444 2027"> <thead> <tr> <th>Framework Agreement Clause number</th><th>Applies</th><th>Disapplies</th><th>Consequence</th></tr> </thead> <tbody> <tr> <td>9 (Implementation)</td><td>X (Also see Special Term (26A))</td><td></td><td>If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply</td></tr> <tr> <td>10 (Performance Indicators)</td><td></td><td>X</td><td>If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply</td></tr> <tr> <td>16.7 to 16.10 (Key Personnel)</td><td>X</td><td></td><td>If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply</td></tr> <tr> <td>32 (Remediation Plan Process)</td><td>X</td><td></td><td></td></tr> </tbody> </table>		Framework Agreement Clause number	Applies	Disapplies	Consequence	9 (Implementation)	X (Also see Special Term (26A))		If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply	10 (Performance Indicators)		X	If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply	16.7 to 16.10 (Key Personnel)	X		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply	32 (Remediation Plan Process)	X		
Framework Agreement Clause number	Applies	Disapplies	Consequence																				
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32 (Remediation Plan Process)	X																						

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		33 (Delay Payments)		X	
		35 (Step-In Rights)	X		
		Schedule 7.2 (Payments on Termination)	X		If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.			
		Provision	Tier One	Tier Two	Tier Three
		Schedule 7.4 (Financial Distress)			X
		Schedule 7.5 (Reports, Records and Audit Rights)			X
		Schedule 8.1 (Governance)			X
		Schedule 8.2 (Change Control)			X
		Schedule 8.5 (Exit Management)			X
		Schedule 12 - Guarantee Tier One and Tier Two require (if parent) and Tier Three (right to request)			X
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.			
		The provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract.			
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.			
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be [S1].			
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call- Off Contract shall be Service level 1 (S10. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).			

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		If the Authority, at it's sole discretion, determines additional Information Assurance is required of the Supplier of this contract at any stage during the contract term, the Supplier may be required to comply with Service Level 2 (SL2), Service Level 3 (SL3) or Service Level 4 (S4) of Schedule 2.4.														
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract														
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.														
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.														
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.														
18.	Financial Distress	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.														
19.	Governance	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.														
20.	Exit Management	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.														
21.	Service Continuity	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.														
22.	Staff Transfer (Relevant Staff Transfer Schedule)	In the event of a Staff Transfer occurring under TUPE Part C of Schedule 9.1B of the Framework Agreement shall apply to this Call-Off Contract.														
23.	Guarantee	Not applicable														
24.	Personal Data	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.														
25.	Notice provisions (Clause 46.4)	<table><tr><td></td><td>Supplier</td><td>Customer</td></tr><tr><td>Contact</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>Address</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>Email</td><td>[REDACTED]</td><td>[REDACTED]</td></tr></table>				Supplier	Customer	Contact	[REDACTED]	[REDACTED]	Address	[REDACTED]	[REDACTED]	Email	[REDACTED]	[REDACTED]
	Supplier	Customer														
Contact	[REDACTED]	[REDACTED]														
Address	[REDACTED]	[REDACTED]														
Email	[REDACTED]	[REDACTED]														

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26.	Special Terms	The below special terms apply to this Call-Off Contract
A.	(26A) Special Terms - Implementation	Requirements and Provisions for Implementation/Mobilisation are as detailed in Schedule 2.1 Service Description section 7 and in Schedule 6.1 of this Call-Off Contract
B.	(26B) Special Terms – Key Performance Indicators	<p>Provisions for Key Performance Measures are as detailed in Schedule 2.1 Service Description.</p> <p>1.1 Key Performance Indicators (KPI's) are required to be provided in a report format on a monthly basis, by the 10th working day of each month and shall come into effect from the Call Off Commencement date. The Authority reserves the right to amend the reporting timescales in agreement with the Provider. The KPI reporting format shall be agreed upon by both parties as a part of the mobilisation period and the measurement of the KPIs shall start at the Contract Commencement date.</p> <p>1.2 For the avoidance of doubt any Call-Off Contract KPI shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.</p> <p>1.3 If the level of performance of the Supplier during a Measurement Period is below the Trigger Level, then this shall constitute an Improvement Plan Trigger in accordance with the provisions of Clause 31 of the Framework Agreement.</p> <p>1.4 Providers are required to report against all KPIs as per Table 3 located in Part A of Schedule 2.1 Service Description, in accordance with this Call-Off Contract.</p> <p>1.5 With regards to Performance Data collated during the life of this Contract, the Authority reserves the right to request information, data and/or reporting on all information relevant to the performance measures, in a format to be agreed between both Parties.</p> <p>1.6 In conjunction with paragraph 1.5 above, the Authority may request Performance Data Audits (in line with Schedule 7.5) where the Authority discovers or suspects (in its sole opinion) that there may be errors in any Performance Data by the Supplier.</p>
C.	(26C) Special Terms – Extension Options	<p>EXTENSION OPTIONS</p> <p>1.1 At the end of this contract term: twelve (12) months, the Customer shall have an option to extend the Call-Off Contract, to facilitate continued service delivery.</p> <p>1.2 The particular terms and conditions of such extensions shall be agreed by both Parties no later than one (1) month prior to the contract expiry date. The initial extension option shall be no more than twelve (12) months in length. A further extension option of twelve (12) months may be granted using the same principles which shall apply to the first one.</p>

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		<p>1.3 For the avoidance of doubt, the extension shall be on substantially the same terms as currently provided for in this Call-Off Contract with consequential amendments to reflect circumstances prevailing at the time the extension is agreed. The requirements of the Customer, which shall form the subject-matter of the extension, shall be determined no later than one (1) month prior to the contract expiry date. The requirements will, in any event, share the objectives and outcomes stipulated in the ITT documentation.</p> <p>1.4 The extension shall be priced and costed using the same basis and principles which have been utilised to price and cost this Call-Off Contract, subject always to the final price calculation reflecting the exact requirements of the Customer, where such requirements exist. The Customer shall communicate these costs and pricing mechanisms to the Supplier no later than two (2) months before the contract expiry date.</p> <p>1.5 The funding for any extensions to the Call-Off Contract, shall come from HMPPS and the Probation Service (PS) for the Wales Region where the Call-Off Contract is extended. The Customer shall remain liable for payment of all sums due under the extended Call-Off Contract. The Customer shall have agreed funding arrangements within two (2) months of the contract expiry date.</p> <p>1.6 The value for such extensions shall not exceed the limits set out in the Public Contract Regulations (2015), if any.</p> <p>The aim of such extension will be to meet a gap in service provision to ensure service continuity to Person(s) on Probation and/or Person(s) in Prison.</p>
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CALL-OFF ORDER FORM

IN WITNESS of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
the Secretary of State

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

SIGNED for and on behalf of
the [Supplier]

.....
Signature

.....
Name (block capitals)

.....
Position

.....
Date

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 2.1

CALL-OFF SERVICES DESCRIPTION

See Appendix A – Services Description (Specification)

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 2.5

CALL-OFF INSURANCE

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

Class of insurance	Insurer(s) identity (including any excess layer insurers)	Proposed maximum deductible threshold each and every occurrence
Third Party Public and Products Liability Insurance	[REDACTED]	[REDACTED]
Professional Indemnity Insurance	[REDACTED]	[REDACTED]
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

OFFICIAL SUBJECT TO CONTRACT

SCHEDULE 3

CALL-OFF CUSTOMER RESPONSIBILITIES

1. INTRODUCTION

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
<i>[Set out specific responsibility here]</i>	<i>[Refer to specific clause/paragraphs and schedule here]</i>

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SCHEDULE 4.1

CALL-OFF SUPPLIER SOLUTION

See Appendix B Supplier Solution

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SCHEDULE 4.2

CALL-OFF COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
N/A	N/A	N/A	N/A

SCHEDULE 4.3**CALL-OFF SUB-CONTRACTING**

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/ Services description	Key Sub- contract listed in Call-Off Competition	Key role in delivery of the Services	Credit Rating Threshold
N/A	N/A	N/A	N/A	N/A	N/A

SCHEDULE 6.1

CALL-OFF IMPLEMENTATION

1. IMPLEMENTATION

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period, which shall run from Call-Off Effective Date to Call-Off Commencement Date.
- 1.2 The Suppliers Implementation Plan can be found at Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a Weekly report and meeting.
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
 - a) incorporates all of the Mobilisation Activities for the purposes of this Call-Off Contract;
 - b) includes (as a minimum) the Supplier's proposed timescales in each of the Activities;
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
 - a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan.
 - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.

2. COMPLETION OF THE IMPLEMENTATION PLAN

- 2.1 The Supplier shall ensure the Implementation Plan is completed in full by the end of the Implementation Period.
- 2.2 The provisions of Paragraph 2 of Part B below, shall apply in respect of any failure to meet the Mobilisation Activities.

PART B

Mobilisation Activity Achievement

1. ACHIEVEMENT OF ACTIVITY

- 1.1 Once the Supplier considers it has completed an Activity (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Activity meets the Acceptance Criteria.
- 1.2 Any Disputes between the Customer and the Supplier regarding the Achievement of Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

2. MISSED ACTIVITIES

- 2.1 If any Activity has not been Achieved on or before the relevant Activity Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 2.2 Where any failure to Achieve an Activity results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:
 - a) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
 - b) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.
- 2.3 If an Activity is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Activity not being Achieved.

3. DELAYS DUE TO CUSTOMER CAUSE

- 3.1 If the Supplier has failed to achieve the Activity Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

ANNEX 1

IMPLEMENTATION PLAN

Implementation action/task	Target Date	Who responsible	Date signed off
Meet the relevant cyber, information assurance and data processing standards as set out in Schedule 2.3 (standards) and Schedule 2.4 (information security and assurance) and Schedule 10 (Processing personal data) of the framework agreement,	24 th October 2022	Wendy Williams	
Engage with the Customer's Information Security function to ensure the security of any personal Authority data held in relations to the delivery of Service, will comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018	24 th October 2022	Wendy Williams	
Provide copy of UK Government Accreditation Scheme OR Copy of Cyber Essentials Basic; 7.3.1.2.1. Dependent on the aggregate number of data, accreditation to Cyber Essentials Plus may also be (or equivalent, in line with schedule 2.4). See the Framework Agreement Schedule 2.3 Standards and Schedule 2.4 Information Security and Assurance for more information	24 th October 2022	Wendy Williams	
Copy of Information Security Management Plan provided and approved by the Customer;	24 th October 2022	Wendy Williams	
Provide assurance that all Sub-contractors, sub-processes, supply chain and any other relevant third parties have the appropriate Security requirements in place in line with Schedules 2.3 (Standards) and 2.4 (Information Security and Assurance)	24 th October 2022	Wendy Williams	
.Demonstrate that the Supplier Personnel have the appropriate vetting or re-vetting to the required level in accordance with; PSI 2014/07; PI 2014/03; PI 2014/23; and PI 2014/60	24 th October 2022	Lindsay Bowes	
Provide details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier shall ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.	24 th October 2022	Lindsay Bowes	
Evidence that sufficient staff for the Call-Off Commencement Date have been recruited and trained	24 th October 2022	Rod Williams	
A record evidencing that training has been completed by the Suppliers existing and newly recruited staff.	24 th October 2022	Steve Pugh	
The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on the Call-Off Commencement Date	24 th October 2022	Steve Pugh	
Training must be completed for all staff.	24 th October 2022	Steve Pugh	
Supplier Shall have the necessary sites secured, ready for Service delivery.	24 th October 2022	Rod Williams	

OFFICIAL SUBJECT TO CONTRACT

The Supplier will provide an 'Implementation Plan' as part of its tender submission, and this shall be Appendix C of the final Call-Off Contract	27 th July 2022	Jay Martin	27 th July 2022
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SCHEDULE 6.2**CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

2. SUPPLIER SOFTWARE

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
Microsoft Office 365 suite	Microsoft Corporation	Microsoft Office 365 is a suite of applications designed to help with productivity and completing common tasks on a computer.	30	N/A	30, each license has a downloadable copy	COTS	Annually in December

3. THIRD PARTY SOFTWARE

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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SCHEDULE 7.1

CALL-OFF CHARGES AND INVOICING

1. PRICING METHODOLOGY

1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Authority Set Fixed Price

1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

2. FIXED PRICE

2.1 The Fixed Price shall be as set out below;

Year 1	£43,000.00
Year 2	£43,000.00
Year 3	£43,000.00

2.2 The Total Overall Contract Value of the initial term = £43,000.00 per annum.

2.3 The Initial Contract Term is twelve (12) months.

2.4 As outlined in Schedule 2.1, the Authority has included the option of extension years outlined as (+1 +1). For the purposes of this Tender, where the Authority has requested a breakdown of costings for Year 2 and 3 the total overall Contract value should equate to the following which are in line with the Authority's anticipated projected costings for this Contract:

2.5 Year 2 = £43,000.00 (subject to indexation as per Schedule 7.1);

2.6 Year 3 = £43,000.00 (subject to indexation as per Schedule 7.1);

2.7 Profit shall not exceed 10% of the contract value per annum, in relation to the Autism Support Services Contract.

3. IMPLEMENTATION SERVICES

3.1 No Charges will be payable during for Implementation

4. PAYMENT MONTHLY

4.1 The Charges payable under the Call-Off Contract shall be Fixed Price and payable as a fixed amount each month, in accordance with Schedule 7.1

5. DELAY PAYMENTS

5.1 There shall be no Delay Payments payable under this Call-Off Contract.

ANNEX 1
FINANCIAL MODEL

See Appendix D Financial Model [REDACTED]

SCHEDULE 7.4

CALL-OFF FINANCIAL DISTRESS

1. FINANCIAL INDICATORS REPORTING

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

OFFICIAL SUBJECT TO CONTRACT

ANNEX 1

RATING AGENCIES

Not Applicable to this Call-Off Contract

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ANNEX 2

CREDIT RATINGS AND CREDIT RATING THRESHOLDS

Not Applicable to this Call-Off Contract

SCHEDULE 7.5

CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS

1. TRANSPARENCY REPORTS

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

2. PROVISION OF REPORTS

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

3. SUPPLIER AUDITS

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall][shall not] be applicable to this Call-Off Contract.

ANNEX 1

TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

APPENDIX 2

REPORTS

Regular reports

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	Every 3 months
Charges	Total Charges Actual Supplier Profit/Surplus Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)

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Audited and unaudited Finance statements (the " Management Accounts ")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report
Implementation Plan and Milestone achievement report	As described in Schedule 6.1 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 8.1 (Governance)	As notified by the Customer	Provided at each Service Management Board

Responsive reports

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 2.4 (Information, Security and Assurance)	As described in Schedule 2.4 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 7.4 (Financial Distress)	As described in Schedule 7.4 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

SCHEDULE 8.1**CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

a) Service Management Board

Customer Members of Service Management Board	[REDACTED] [Chairperson]
Supplier Members of Service Management Board	[REDACTED] – Managing Director
Start Date for Service Management Board meetings	[REDACTED]
Location of Service Management Board meetings	[REDACTED]

b) Contract Strategy Board

Customer members of Contract Strategy Board	[REDACTED] [Chairperson]
Supplier members of Contract Strategy Board	[REDACTED] – Managing Director
Start date for Contract Strategy Board meetings	[REDACTED]
Location of Contract Strategy Board meetings	[REDACTED]

c) Change Management Board

Customer Members of Change Management Board	[REDACTED] [Chairperson]
Supplier Members of Change Management Board	[REDACTED] – Managing Director
Start Date for Change Management Board meetings	[REDACTED]
Location of Change Management Board meetings	[REDACTED]

- 1.2 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

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Customer attendees for annual review meeting	[REDACTED] [Chairperson]
Supplier attendees for annual review meeting	[REDACTED] – Managing Director

SCHEDULE 9.2**CALL-OFF KEY PERSONNEL**

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

Key Role	Name of Key Personnel	Responsibilities / Authorities	Phase of the project during which they will be a Member of Key Personnel	Minimum Period in Key Role
Supplier Representative	[REDACTED]	Contract tender and implementation	Duration of contract	12 months
Framework Supplier Representative	[REDACTED]	Contract tender and implementation	Duration of contract	12 months
Exit Manager	[REDACTED]	Contract management and performance	Duration of contract	12 months
Finance Manager	[REDACTED]	Finance	Duration of contract	12 months
Administration Manager	[REDACTED]	Contract administration	Duration of contract	12 months
Social Inclusion Manager	[REDACTED]	Induction, training and mentoring	Duration of contract	12 months
Operations Manager	[REDACTED]	Health and Safety, logistics and daily UPW role assignments.	Duration of contract	12 months

SCHEDULE 10

CALL-OFF PROCESSING OF PERSONAL DATA

PART 1

1. SCHEDULE OF DATA SHARING PARTICULARS

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	The data map (set out in the DF Personal Data Map), tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier acts as controller or joint controller with the Customer and/or each of the Related Third Parties. Details of all data sharing and onward sharing by the Supplier, where it acts as controller or joint controller, is as set out in the data map at Appendix D tab 2. The data map shall be completed and issued for review by the Authority within 30 days of contract Signature. The Data Sheet must be kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.
Permitted Purpose	The lawful basis and purpose as set out in the data map.

PART 2**1. SCHEDULE OF DATA PROCESSING PARTICULARS**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

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

1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	The data map (set out at DF Personal Data Map); Tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier is identified as a processor. Details of all data sharing and onward sharing where the Supplier acts as processor with sub-processors is as set out in the data map at Appendix D (DF Personal Data Map) tab 2. The data map shall be completed and issued for review by the Authority within 30 days of contract Signature. The data sheet must be kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.

See Appendix ___ DF Personal Data Map