

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

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1.0	23 November 2023	MoJ	ITT Launch
2.1	09 December 2024	MoJ	Contract Finalisation
2.4	20 December 2024	MoJ	Updated in response to Supplier feedback
2.5	23 December 2024	MoJ	Final

Order Form

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

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website

<http://ccsagreements.cabinetoffice.gov.uk/contracts/RM6100> The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

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

This Order Form shall comprise the following documents:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance

10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Attachments reference the corresponding Schedule in the Call-Off Terms.

Section A General information

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

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form;
3. the Call Off Terms, as listed above and in Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses; and
4. Framework Schedule 18 (Tender).

Contract Details

Contract Reference: [REDACTED]

Contract Title: Voice Integration and Implementation Partner (VIIP)

Contract Description: This Contract is between the Buyer and the Supplier for a partner to transition the FITS Voice Solution to the Replacement Voice Solution across the Buyer's estate.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract £12,916,666.66 (ex VAT)

Estimated Year 1 Charges: [REDACTED]

Commencement Date: this should be the date of the last signature on Section E of this Order Form 30 December 2024

Buyer details

Buyer organisation name Secretary of State for Justice

Billing address

Your organisation's billing address - please ensure you include a postcode
Ministry of Justice, 102 Petty France, London SW1H 9AJ

Buyer representative name

The name of your point of contact for this Order

[REDACTED]

CCMD_DandT_Commercial_Support_Requests [REDACTED]

Buyer Project Reference

[REDACTED]

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement Insight Direct (UK) Ltd

Supplier address

Supplier's registered address

1st Floor St Paul's Place, 121 Norfolk Street, Sheffield, England, S1 2JF

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

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

[REDACTED]

Guarantor details

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

Guarantor Company Name

The guarantor organisation name

N/A

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date
See above in Section A

Contract Period*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months 36**Extension Period (Optional)** Months

0

As described in the Schedule S1 (Implementation Plan) and the Statement of Requirements the transition is to be delivered in the following Milestones:

M1 – Mobilisation / Initiation

M2a - Discovery / Audit Approach (Standard Site Type - Probation & OPG)

M2b - Discovery / Audit Approach (Standard Site Type - remaining Standard Sites)

M2c - Discovery / Audit Approach (Enhanced and Complex Site Types)

M3a - Solution Design Approach (Standard Site Type - Probation & OPG)

LOTS 2, 3 AND 5 ORDER FORM

ITT: VIIP

Confidential and Subject to contract

M3b - Solution Design Approach (Standard Site Type - remaining Standard Sites)
M3c - Solution Design Approach (New Voice Service)
M3d - Solution Design Approach (ATOS to VIS)
M4a - Deployment Planning and Preparation Approach (Standard Site Type - Probation & OPG)
M4b - Deployment Planning and Preparation Approach (Standard Site Type - remaining Standard Sites)
M4c - Deployment Planning and Preparation Approach (New Voice Service)
M4d - Deployment Planning and Preparation Approach (ATOS to VIS)
M5a - Build and Test Preparation (Standard Site Type)
M5b - Build and Test Preparation (Standard Site Type)
M5c - Build and Test Preparation (New Voice Service)
M5d - Build and Test Preparation (ATOS to VIS)
M6a - Pilot Sites Deployment (Standard Site Type)
M6b - Pilot Sites Deployment (Enhanced Site Type)
M6c - Pilot Sites Deployment (Complex Site Type)
M6d - Pilot Sites Deployment (ATOS to VIS)
M7 - Completion of individual sites within the Site Types (multiple Tranches) & Direct Routing Cutover from Atos to VIS
M8 - Closure

Unless otherwise agreed by the Buyer, prior to each Milestone, a Milestone Delivery Plan will be agreed between the Buyer and the Supplier which will contain:

- the Deliverables to be delivered within that Milestone
- the timeline for delivery of the Deliverables to be delivered within that Milestone
- the Acceptance Criteria for each Deliverable to be delivered within that Milestone
- the Acceptance Criteria for completion of that Milestone

Minimum Notice Period for exercise of Termination Without Cause

90 Calendar days (*see Clause 35.1.9 of the Call-Off Terms*)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites: **Buyer**

Premises:

- Services shall be delivered to multiple sites within the United Kingdom, which are further detailed in Voice Site Breakdown 2024-12-06.
- 10, South Colonnade, Canary Wharf E14 4PU

Supplier Premises:

The Supplier may be required to attend governance meetings with the Buyer at designated Buyer Premises, however it is not anticipated that Services would be delivered solely from Buyer Premises and can be delivered remotely where applicable.

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

The Supplier will be provided with the necessary Buyer Assets (infrastructure, hardware, software, materials, assets, Buyer IT equipment including laptops).

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

See Alternative and Additional Clauses and Schedules – S14 Standards

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Ministry of Justice Security Policy which can be found at: [Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance)

This includes but is not limited to complying and following the above with respect to: data sharing, annual training, personnel and physical security.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Ministry of Justice Digital Strategy which can be found at: [Ministry of Justice Digital Strategy 2025](https://www.gov.uk/government/digital-strategy)
- GOV.UK (www.gov.uk)

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance of (£) - £10,000,000 (ten million pounds) for any one occurrence and (£) - £10,000,000 (ten million pounds) in the aggregate per annum. The Third Party Public Liability Insurance to contain a data protection legislation clause.

Professional Indemnity Insurance (£) - £1,000,000 (one million pounds) for any one claim and in the annual aggregate. Professional indemnity insurance to be maintained for the duration of the Agreement and for a period of [6] years thereafter.

The Supplier shall upon the Commencement Date and within fifteen (15) Working Days after the renewal of each of the insurances listed above, provide evidence, in a form satisfactory to the Buyer, that the insurances are in force and effect and meet in full the requirements of this Contract. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Contract.

Aggregate Limit Of Third Party Public Liability Indemnity

If a claim or claims which do not relate to this Contract are notified to the insurers which will result in a claim or claims being paid by the insurers which will reduce the Supplier's level of indemnity below the minimum aggregate Third Party Public Liability cover required by this Order Form: (i) the Supplier shall ensure that appropriate insurance cover is available to, or immediately procured by, Supplier at a level of indemnity not less than the minimum aggregate Third Party Public cover stated in this Order Form above, providing the Buyer with reasonable evidence of the same; or (ii) if the Supplier is or has reason to believe that it will be unable to do so, promptly notify the Buyer and provide its proposed solution for reinstating the minimum limit of indemnity specified.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

See Schedule S13 Buyer Responsibilities

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

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

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

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

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

- [REDACTED]

Section C**Part A - Additional and Alternative Buyer Terms****Additional Schedules and Clauses** (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules*Guidance Note: Tick any applicable boxes below*

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>
S10: Project Requests	<input checked="" type="checkbox"/>
S11: Service Recipients	<input checked="" type="checkbox"/>
S12: Corporate Social Responsibility	<input checked="" type="checkbox"/>
S13: Buyer Responsibilities	<input checked="" type="checkbox"/>
S14: Standards	<input checked="" type="checkbox"/>

Part B – Additional Clauses*Guidance Note: Tick any applicable boxes below*

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

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

Part C - Alternative Clauses*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

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

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

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

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

[REDACTED]

Additional Schedule S4 (Staff Transfer)

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

Please refer to Schedule S4 Staff Transfer

Additional Clause C1 (Relevant Convictions)

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

Please refer to Clause C1 – Relevant Convictions (prj_10772 VIIP Additional and Alternative Clauses - Contract Finalisation - (Including Annex A Nat Sec Clearance) v2.2.2).

Additional Clause C3 (Collaboration Agreement)

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

Not Applicable

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

Not Applicable

Section D Supplier Response

Commercially Sensitive information

[REDACTED]

Section DD Specific Amendments

The clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 have been updated by the Buyer to align with its requirements under this Contract. The clauses and schedules, as amended, are set out at Annex 1 to this Order Form.

The amendments made to the clauses and schedules as set out in Framework Schedule 4 Annexes 2 and 3 by the Buyer do not substantially depart from the terms of the Framework.

Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

Attachment 1 – Services Specification

Please refer to prj_10772 VIIP Statement of Requirements - Contract Finalisation - v3

Attachment 2 – Charges and Invoicing

Please refer to Schedule 2 - Charges and Invoicing



Crown
Commercial
Service

Part D – Risk Register

An on-going Risk Register will be maintained and reviewed at Programme/Project meetings, but each specific risk and update will not be incorporated into this Order Form.

Part E – Early Termination Fee(s)

The Parties agree that where the Call-Off Contract is terminated at any time under Clause 35.1.9 (Termination Without Cause) the Supplier shall be entitled to recover committed and evidenced costs and the calculation fee shall be agreed at that point in time and subject to the Buyers approval.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

See Annex 1 of Schedule S1 (Implementation Plan).



Crown
Commercial
Service

Attachment 4 – Service Levels and Service Credits

Please refer to Schedule 3 - Service Level, Service Credits and Performance Monitoring



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

[REDACTED]

Part B – Key Sub-Contractors

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



Attachment 6 – Software

The Attachment 6 - Software does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

[REDACTED]

PART B – RATING AGENCIES

[REDACTED]

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

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

[REDACTED]

The Supplier may be required to attend other Boards as notified from time to time by the Buyer.

PART B – LONG FORM GOVERNANCE

Not used.

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

[REDACTED]

Description	Details
-------------	---------

Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer or Service Recipient (where relevant) is the Controller and the Supplier is the Processor, as described below, of the following Personal Data:
Subject matter of the processing	The processing is needed in order to provide the Services.
Duration of the processing	The Contract Period plus six years.
Nature and purposes of the processing	<p>The Processor will only process Personal Data to perform the Services pursuant to the Call-Off Contract, and as further instructed by the Controller in its use of the Services. The nature of the processing is as described in the Services and includes any operation such as collection, disclosure by transmission, recording, organisation, structuring, storage, retrieval, use, restriction, erasure or destruction of data.</p> <p>The purpose of the processing is to enable the Supplier to deliver the Services.</p>
Type of Personal Data	<p>Staff personal data including but not limited to:</p> <ul style="list-style-type: none"> • Names • Locations (Home and Office) • Disabilities • IP addresses • PC hostnames • Usernames/IDs • Email addresses (personal and business) • Statistics and management information • Workforce management data (shift allocation, holidays) • Phone numbers including mobile phone numbers • Details of supervisor or manager <p>Other Members of the public personal data including but not limited to:</p> <ul style="list-style-type: none"> • Court Room Audio/Video and Transcripts • Conviction records • Prison records • Medical information • Pay information • Personal addresses • Employment details • Phone numbers inc mobile phone numbers

Categories of Data Subject	<p>Buyer Personnel and Supplier Personnel.</p> <p>Members of the public.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Any Personal Data processed at the end of the Contract Period are to be handled in accordance with Clause 34.5.5 of the Call-Off Terms.</p> <p>The Processor shall ensure that during the Contract Period the Services comply with the Buyer's handling and retention requirements set out in this Call-Off Contract and as instructed by the Buyer to the Processor from time to time.</p>

Attachment 10 – Transparency Reports

See prj_10772 VIIP Schedule 6 Transparency Reports - Contract Finalisation - v2.01

Attachment 11 – Supplier's Call-Off Tender

Please refer to Suppliers ITT response held on the Supplier's Jaggaer system held at ITT_8097 - Voice Integration and Implementation Partner (VIIP)

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

See:

- Call Off Terms:
 - prj_10772 VIIP Call Off core terms v2.0 GLD 22Nov2024v1 ○ prj_10772 VIIP Schedule 1 Definitions - Contract Finalisation - v2.3 ○ prj_10772 VIIP Schedule 2 Charges and Invoicing - Contract Finalisation - v7.0 ○ prj_10772 VIIP Schedule 3 Service Levels Service Credits and Performance Monitoring - Contract Finalisation - v2.3 ○ prj_10772 VIIP Schedule 4 Dispute Resolution Procedure - Contract Finalisation - v2.01
 - prj_10772 VIIP Schedule 5 Change Control Procedure - Contract Finalisation - v2.3 ○ prj_10772 VIIP Schedule 6 Transparency Reports - Contract Finalisation - v2.01 ○ prj_10772 VIIP Schedule 7 Governance - Contract Finalisation - v3.8 ○ prj_10772 VIIP Schedule 8 Financial Distress - Contract Finalisation - v2.0 ○ prj_10772 VIIP Schedule 9 Software - Contract Finalisation - v2.0
 - prj_10772 VIIP Schedule 10 Exit Management - Contract Finalisation - v2.2.1
- Alternative And Additional Clauses and Schedules:
 - prj_10772 VIIP S1 Implementation Plan - Contract Finalisation – v11.0 ○ prj_10772 VIIP S2 Testing Procedures - Contract Finalisation - v4.0 ○ prj_10772 VIIP S3 Security Requirements - Contract Finalisation - v2.0
 - prj_10772 VIIP S4 Staff Transfer GLD 22Nov2024v3 ○ prj_10772 VIIP S5 Benchmarking - Contract Finalisation - v2.0 ○ prj_10772 VIIP S6 BCDR - Contract Finalisation - v2.0
 - prj_10772 VIIP S7 Continuous Improvement - Contract Finalisation - v2.0 ○ prj_10772 VIIP S8 Guarantee - Contract Finalisation – v3.0 ○ prj_10772 VIIP S9 MOD Terms - Contract Finalisation - v2.0 ○ prj_10772 VIIP S10 Project Requests - Contract Finalisation - v2.0 ○ prj_10772 VIIP S11 Service Recipients - Contract Finalisation - v2.0 ○ prj_10772 VIIP S12 Corporate Social Responsibility - Contract Finalisation - v2.2 ○ prj_10772 VIIP S13 Buyer Responsibilities - Contract Finalisation - v2.0 ○ prj_10772 VIIP S14 Standards - Contract Finalisation v2.2
 - C1 Relevant Convictions (prj_10772 VIIP Additional and Alternative Clauses - Contract Finalisation - (Including Annex A Nat Sec Clearance) v2.2.2) ○
 - C2 Security Measures – N/A
 - C3 Collaboration Agreement – N/A

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOTS 2, 3 AND 5 CALL OFF TERMS

[REDACTED]

TABLE OF CONTENTS

1. DEFINITIONS	4
2. INTERPRETATION	4
3. GUARANTEE	5
4. DUE DILIGENCE.....	5
5. WARRANTIES AND REPRESENTATIONS	6
6. CONTRACT PERIOD	8
7. IMPLEMENTATION.....	8
8. PROVISION AND RECEIPT OF THE SERVICES	10
9. SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING	13
10. CRITICAL SERVICE LEVEL FAILURE	14
11. SUPPLIER PERSONNEL	14
12. STAFF TRANSFER.....	17
13. STANDARDS	17
14. EQUIPMENT AND MAINTENANCE.....	17
15. CHARGES AND INVOICING.....	19
16. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS.....	19
17. BENCHMARKING AND CONTINUOUS IMPROVEMENT	20
18. FINANCIAL DISTRESS.....	21
19. LIMITATION OF LIABILITY	21
20. INTELLECTUAL PROPERTY RIGHTS	23

21. TRANSFERS AND LICENCES GRANTED BY THE SUPPLIER	25
22. LICENCES GRANTED BY THE BUYER.....	30
23. IPR INDEMNITY	31
24. OPEN SOURCE PUBLICATION.....	32
25. PUBLICITY AND BRANDING.....	32
26. BUYER DATA AND SECURITY REQUIREMENTS	33
27. MALICIOUS SOFTWARE	34
28. GOVERNANCE	35
29. RECORDS AND AUDIT	35
31. BUYER REMEDIES FOR DEFAULT.....	38
32. SUPPLIER RELIEF DUE TO BUYER CAUSE	40
33. FORCE MAJEURE	41
34. PROTECTION OF PERSONAL DATA.....	44
35. TERMINATION AND EXPIRY	50
36. CONSEQUENCES OF TERMINATION AND EXPIRY	53
37. APPOINTMENT OF SUB-CONTRACTORS.....	55
38. APPOINTMENT OF KEY SUB-CONTRACTORS.....	56
39. SUPPLY CHAIN PROTECTION	58
40. CONFIDENTIALITY	60
41. TRANSPARENCY AND FOIA	62
42. WAIVER.....	63
43. FURTHER ASSURANCES	63
44. SEVERANCE	63
45. RELATIONSHIP OF THE PARTIES	64
46. PREVENTING FRAUD BRIBERY AND CORRUPTION	64

47. EQUALITY, DIVERSITY AND HUMAN RIGHTS	65
48. ASSIGNMENT AND NOVATION.....	66
49. CHANGE.....	66
50. NOTICES.....	67
51. ENTIRE AGREEMENT	69
52. THIRD PARTY RIGHTS	69
53. CONFLICTS OF INTEREST	69
54. DISPUTES.....	70
55. GOVERNING LAW AND JURISDICTION	70
SCHEDULE 1 - DEFINITIONS.....	70
SCHEDULE 2 - CHARGES AND INVOICING	110
SCHEDULE 3 - SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING 115	122
SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE	123
SCHEDULE 5 - CHANGE CONTROL PROCEDURE	130
SCHEDULE 6 - TRANSPARENCY REPORTS	140
SCHEDULE 7 - GOVERNANCE.....	141
SCHEDULE 8 - FINANCIAL DISTRESS	144
SCHEDULE 9 - SOFTWARE.....	148
SCHEDULE 10 - EXIT MANAGEMENT	148

1. DEFINITIONS

1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in these Call Off Terms and in particular Schedule 1 (Definitions).

1.2 If no meaning is given to a capitalised expression in this Contract, it shall, in the first instance, be interpreted in accordance with the Order Form and related documents and otherwise in accordance with common interpretation within the relevant services sector/industry where appropriate.

2. INTERPRETATION

2.1 In this Contract, unless the context otherwise requires:

2.1.1 the singular includes the plural and vice versa;

2.1.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.1.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.1.4 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**";

2.1.5 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;

2.1.6 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Contract and references in any Schedule to paragraphs, parts, annexes and tables are, unless otherwise provided, references to the paragraphs, parts, annexes and tables of the Schedule or the part of the Schedule in which the references appear;

2.1.7 the headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract; and

2.1.8 any reference which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the

European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.

2.2 In the event and to the extent only of a conflict between the Order Form, these Call Off Terms and the provisions of the Framework, the conflict shall be resolved in accordance with the following descending order of precedence:

- 2.2.1 the Framework, except Framework Schedule 18 (Tender);
- 2.2.2 the Order Form;
- 2.2.3 these Call Off Terms; and
- 2.2.4 Framework Schedule 18 (Tender).

2.3 Where Framework Schedule 18 (Tender) contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.

3. **GUARANTEE**

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S8 (Guarantee).

4. **DUE DILIGENCE**

4.1 The Supplier acknowledges that:

- 4.1.1 the Buyer 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 Contract;
- 4.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- 4.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Buyer before the Commencement Date) of all relevant details, including but not limited to, details relating to the:
 - (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Buyer;

- (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Buyer 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 Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

4.1.4 it has advised the Buyer in writing of:

- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
- (b) the actions needed to remedy each such unsuitable aspect; and
- (c) 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 Contract, including the Services Specification and/or Buyer Responsibilities, as applicable.

4.2 The Supplier shall not be excused from the performance of any of its obligations under this Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of:

4.2.1 any unsuitable aspects of the Operating Environment; and/or

4.2.2 any failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

5. WARRANTIES AND REPRESENTATIONS

5.1 Each Party warrants and represents that:

5.1.1 it has full capacity and authority to enter into and to perform this Contract;

5.1.2 this Contract is executed by its duly authorised representative;

5.1.3 there are no actions, suits or proceedings or regulatory investigation 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 Contract; and

5.1.4 its obligations under this 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).

5.2 The Supplier warrants and represents that:

5.2.1 it is validly incorporated, organised and subsisting in accordance with the Law of its place of incorporation;

5.2.2 it has all necessary consents and regulatory approvals to enter into this Contract;

5.2.3 it has notified the Buyer in writing of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, any threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;

5.2.4 its execution, delivery and performance of its obligations under this Contract will not constitute a breach of any Law or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;

5.2.5 its obligations under this Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable 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);

5.2.6 all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its 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 Contract or to the extent that the Supplier has otherwise disclosed to the Buyer in writing prior to the date of this Contract;

5.2.7 it has all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;

5.2.8 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 Contract;

5.2.9 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

5.2.10 within the previous 12 months, no Financial Distress Events (as defined in Schedule 8 (Financial Distress)) have occurred or are subsisting (or any events that would be deemed to be Financial Distress Events under this Contract had this Contract been in force) and there are currently no matters that it is aware of that could cause a Financial Distress Event to occur or subsist.

5.3 Each of the representations and warranties set out in Clauses 5.1 and 5.2 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 other undertaking in this Contract.

5.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 5.1 and 5.2 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.

5.5 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination which the Buyer may have in respect of breach of that provision by the Supplier.

5.6 Except as expressly stated in this Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

6. **CONTRACT PERIOD**

6.1 This Contract shall take effect on the Commencement Date specified in the Order Form and shall unless terminated earlier under the terms of this Contract, shall expire:

6.1.1 at the end of the Initial Term (as specified in the Order Form); or

6.1.2 if the Buyer elects to extend the Initial Term by giving the Supplier at least thirty (30) days' notice before the end of the Initial Term, at the end of the notified Extension Period.

7. **IMPLEMENTATION**

Quality Plans

7.1 The Supplier shall develop, within 30 Working Days (or such other date as agreed between the Parties) of the Commencement Date, quality plans that ensure that all aspects of the 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**").

7.2 The Supplier shall obtain the Buyer Representative's written approval of the Quality Plans before implementing them, which approval shall not be unreasonably withheld or delayed. The Supplier acknowledges and accepts that the Buyer's approval shall not act as an endorsement of the Quality Plans

and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Contract.

7.3 Following the approval by the Buyer of the Quality Plans:

7.3.1 the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and

7.3.2 any Changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

Implementation Plan

7.4 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S1 (Implementation Plan) in relation to the agreement and maintenance of the Detailed Implementation Plan.

7.5 The Supplier shall:

7.5.1 comply with the Implementation Plan (if any);

7.5.2 ensure that each Milestone (if any) is Achieved on or before the Milestone Date.

Delays and Delay Payments

7.6 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:

7.6.1 it shall:

- (a) notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay; and
- (b) include in its notification an explanation of the actual or anticipated impact of the Delay; and
- (c) comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- (d) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and

7.6.2 if the Delay or anticipated Delay relates to a Milestone Clauses 7.7 and 7.8 below shall apply.

- 7.7 If a Milestone has not been Achieved by its relevant Milestone Date, the provisions of Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing) shall apply in relation to the payment of Delay Payments.
- 7.8 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
- 7.8.1 the Buyer is entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); or
- 7.8.2 the Delay exceeds the Delay Deduction Period.

Testing and Achievement of Milestones

- 7.9 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S2 (Testing Procedures) in relation to the procedures to determine whether a Milestone or Test has been Achieved.

8. PROVISION AND RECEIPT OF THE SERVICES

Standards of Services

- 8.1 The Supplier shall ensure the Services:
- 8.1.1 comply in all respects with the Services Specification set out or referred to in Attachment 1 (Services Specification) of the Order Form; and
- 8.1.2 are supplied in accordance with the provisions of this Contract.
- 8.2 The Supplier shall perform the Services under this Contract in accordance with:
- 8.2.1 all applicable Laws;
- 8.2.2 Good Industry Practice;
- 8.2.3 the Standards;
- 8.2.4 the Security Policy (if so required by the Buyer);
- 8.2.5 the ICT Policy (if so required by the Buyer);
- 8.2.6 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 8.2.1 to 8.2.5.
- 8.3 The Supplier shall take reasonable steps to ensure that in the performance of its obligations under this Contract it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 8.4 The Buyer shall comply with its Buyer Responsibilities set out in the Order Form.

Supplier Covenants

8.5 The Supplier shall:

8.5.1 at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Contract;

8.5.2 save to the extent that obtaining and maintaining the same are Buyer Responsibilities and subject to Clause 49 (Change), obtain, and maintain throughout the duration of this 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 Services;

8.5.3 ensure that:

- (a) it shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract and/or the receipt of the Services by the Buyer;
- (b) the release of any new Software or Upgrade to any Software complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) months before the release of any new Software or Upgrade;
- (c) 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;
- (d) any products or services recommended or otherwise specified by the Supplier for use by the Buyer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the requirements of the Buyer; and
- (e) the Supplier System and Assets used in the performance of the Services will be free of all encumbrances (except as agreed in writing with the Buyer) and will be Euro Compliant;

8.5.4 minimise any disruption to the Services, the IT Environment and/or the Buyer's operations when carrying out its obligations under this Contract;

8.5.5 ensure that any Documentation and training provided by the Supplier to the Buyer are comprehensive, accurate and prepared in accordance with Good Industry Practice;

- 8.5.6 co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Contract for any reason, to enable the timely transition of the Services (or any of them) to the Buyer and/or to any Replacement Supplier;
- 8.5.7 to the extent it is legally able to do so, hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier;
- 8.5.8 unless it is unable to do so, assign to the Buyer on the Buyer's written request and at the cost of the Supplier any such warranties and/or indemnities as are referred to in Clause 8.5.7;
- 8.5.9 provide the Buyer with such assistance as the Buyer may reasonably require during the Contract Period in respect of the supply of the Services; and
- 8.5.10 gather, collate and provide such information and co-operation as the Buyer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Contract;
- 8.5.11 ensure that neither it, nor any of its Affiliates, embarrasses the Buyer or otherwise brings the Buyer into disrepute by engaging in any act or omission in relation to this Contract which is reasonably likely to diminish the trust that the public places in the Buyer.
- 8.6 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.
- 8.7 Without prejudice to Clauses 23.2 and 23.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Buyer howsoever arising the Supplier shall:
- 8.7.1 remedy any breach of its obligations in Clauses 8.5.2 to 8.5.4 inclusive within three (3) Working Days of becoming aware of the breach or being notified of the breach by the Buyer or within such other time period as may be agreed with the Buyer (taking into account the nature of the breach that has occurred);
- 8.7.2 remedy any breach of its obligations in Clause 8.5.1 and Clauses 8.5.5 to 8.5.10 inclusive within twenty (20) Working Days of becoming aware of the breach or being notified of the breach by the Buyer;
- 8.7.3 meet all the costs of, and incidental to, the performance of such remedial work.

Specially Written Software

8.8 The Supplier warrants to the Buyer that all components of the Specially Written Software shall:

- 8.8.1 be free from material design and programming errors;
- 8.8.2 perform in all material respects in accordance with the relevant specifications contained in the Order Form and Documentation; and
- 8.8.3 not infringe any Intellectual Property Rights.

Continuing Obligation to Provide the Services

8.9 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the supply of the Services, notwithstanding:

8.9.1 any withholding or deduction by the Buyer of any sum due to the Supplier pursuant to the exercise of a right of the Buyer to such withholding or deduction under this Contract;

8.9.2 the existence of an unresolved Dispute; and/or 8.9.3

any failure by the Buyer to pay any Charges,

unless the Supplier is entitled to terminate this Contract under Clause 35.2 (Termination by the Supplier) for failure to pay undisputed Charges.

9. SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

9.1 The Parties shall comply with the provisions of Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

9.2 The Supplier shall at all times provide the Services to meet or exceed the Service Level Performance Measure for each Service Level.

9.3 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A (Service Levels and Service Credits) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring), including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

9.4 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

9.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

- 9.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

9.5.2 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;
- (c) results in the corruption or loss of any Buyer Data; and/or
- (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

9.5.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause);

9.6 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

9.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Commencement Date;

9.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

9.6.3 there is no change to the Service Credit Cap.

10. CRITICAL SERVICE LEVEL FAILURE

10.1 On the occurrence of a Critical Service Level Failure:

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

10.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 10 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

11. SUPPLIER PERSONNEL

Supplier Personnel

11.1 The Supplier shall:

- 11.1.1 provide in advance of any admission to Buyer Premises a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Buyer may reasonably require;
- 11.1.2 ensure that all Supplier Personnel involved in the performance of this Contract:
 - (a) are adequately trained and suitably qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (b) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule S3 (Security Requirements), where used; and
 - (c) comply with any reasonable instructions issued by the Buyer from time to time (including, if so required, the ICT Policy).
- 11.1.3 subject to Schedule S4 (Staff Transfer) where used, 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 Buyer;
- 11.1.4 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 Contract shall be a Default by the Supplier;
- 11.1.5 use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- 11.1.6 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;
- 11.1.7 bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- 11.1.8 procure that the Supplier Personnel shall vacate the Buyer Premises immediately upon the termination or expiry of this Contract.
- 11.2 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may:
 - 11.2.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
 - 11.2.2 require that the Supplier replace as soon as reasonably practicable any such relevant person(s) with a suitably qualified alternative and

procure that any security pass issued by the Buyer to the relevant person(s) replaced is surrendered.

Key Supplier Personnel

11.3 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.

11.4 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Contract be included on the list of Key Supplier Personnel.

11.5 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel (including when carrying out Exit Management, if any) unless:

11.5.1 requested to do so by the Buyer or the Supplier obtains the Buyer's prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);

11.5.2 the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave; or

11.5.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.

11.6 The Supplier shall:

11.6.1 notify the Buyer promptly of the absence of any Key Supplier 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);

11.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

11.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Supplier Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Supplier Personnel's employment contract, this will mean at least three (3) Months' notice;

11.6.4 ensure that all arrangements for planned changes in Key Supplier Personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services and Deliverables; and

11.6.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Supplier Personnel whom he or she has replaced.

11.7 The Buyer may require the Supplier to remove or procure that any SubContractor shall remove any Key Supplier Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Supplier Personnel.

Employment Liabilities

11.8 The Parties agree that:

11.8.1 the Supplier shall both during and after the Contract Period indemnify the Buyer against all Employee Liabilities that may arise as a result of any claims brought against the Buyer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel; and

11.8.2 the Buyer shall both during and after the Contract Period indemnify the Supplier against all Employee Liabilities that may arise as a result of any claims brought against the Supplier by any person where such claim arises from any act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

12. STAFF TRANSFER

Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S4 (Staff Transfer).

13. STANDARDS

The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

14. EQUIPMENT AND MAINTENANCE

Supplier Equipment

14.1 The Supplier shall be solely responsible for the cost of carriage of Supplier Equipment to the Sites and to the Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Contract the Supplier shall be responsible for the removal and safe disposal of all relevant Supplier Equipment from the Sites and the Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

14.2 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.

14.3 Subject to any express provision of the BCDR Plan (if any) 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 Services in accordance with this Contract, including the Service Levels.

Maintenance

14.4 The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the “**Maintenance Schedule**”) which shall be agreed with the Buyer. Once the Maintenance Schedule has been agreed with the Buyer Representative, the Supplier shall only undertake such planned maintenance (which shall be known as “**Permitted Maintenance**”) in accordance with the Maintenance Schedule.

14.5 The Supplier shall give as much notice as is reasonably practicable to the Buyer Representative prior to carrying out any Emergency Maintenance.

14.6 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the IT Environment 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 IT Environment and the Services.

Supply of Goods

14.7 Where, as part of the Services, the Supplier is to sell goods or equipment (“**Goods**”) to the Buyer:

14.7.1 the relevant Goods and their prices shall be as set out in the Order Form;

14.7.2 the Supplier shall supply and, where relevant, install the Goods in accordance with the relevant specification;

14.7.3 the Supplier shall ensure that the Goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;

14.7.4 if following inspection or testing the Buyer considers that the Goods do not conform with the relevant specification, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance; and

14.7.5 without prejudice to any other rights or remedies of the Buyer:

- (a) risk in the Goods shall pass to the Buyer at the time of delivery; and
- (b) ownership of the Goods shall pass to the Buyer at the time of payment.

15. CHARGES AND INVOICING

Charges and Invoicing

- 15.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services, the Buyer shall pay the Charges to the Supplier in accordance with the pricing and payment profile and the invoicing procedure specified in Schedule 2 (Charges and Invoicing).
- 15.2 Except as otherwise provided, each Party shall each bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 7.9 (Testing and Achievement of Milestones), 29 (Reports and Audits), 41 (Transparency and Freedom of Information), 34 (Protection of Personal Data) and, to the extent specified therein, Clause 31 in respect of step-in.
- 15.3 If the Buyer fails to pay any undisputed Charges properly invoiced under this 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.

VAT

- 15.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Buyer following delivery of a valid VAT invoice.
- 15.5 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Contract. Any amounts due under this Clause 15.5 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.

Set-off and Withholding

- 15.6 The Buyer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 15.7 If the Buyer wishes to exercise its right pursuant to Clause 15.6 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Buyer's reasons for withholding or retaining the relevant Charges.

16. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS

- 16.1 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 Contract, the Supplier shall:
- 16.1.1 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 (including IR35) and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

16.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether

before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services and/or Deliverables by the Supplier or any Supplier Personnel.

16.2 In the event that any one of the Supplier Personnel is a Worker who receives consideration relating to the Services and/or Deliverables, then, in addition to its obligations under Clause 16.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:

16.2.1 that the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 16.1, or why those requirements do not apply to it. In such case, the Buyer may specify the information which the Worker must provide and the period within which that information must be provided;

16.2.2 that the Worker's contract may be terminated at the Buyer's request if:

(e) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or

(f) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 16.1 or confirms that the Worker is not complying with those requirements;

16.2.3 that the Buyer 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.

17. **BENCHMARKING AND CONTINUOUS IMPROVEMENT**

17.1 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S5 (Benchmarking) in relation to the benchmarking of any or all of the Services.

17.2 Where indicated in the Order Form, the Parties shall comply with the provisions of Schedule S7 (Continuous Improvement) in relation to the continuous improvement of the Services.

18. **FINANCIAL DISTRESS**

The Parties shall comply with the provisions of Schedule 8 (Financial Distress) in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

19. **LIMITATION OF LIABILITY**

Unlimited Liability

19.1 Neither Party limits its liability for:

19.1.1 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);

19.1.2 fraud or fraudulent misrepresentation by it or its employees;

19.1.3 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

19.1.4 any liability to the extent it cannot be limited or excluded by Law.

19.2 The Supplier's liability in respect of the indemnities in Clause 15.5 (VAT), Clause 11.8.1 (Employment Indemnity), Clause 16.1.2 (Income Tax and National Insurance Contributions), Clause 23 (IPRs Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) be unlimited.

19.3 The Buyer's liability in respect of the indemnities in Clause 11.8.2 (Employment Indemnity) and where used, Schedule S4 (Staff Transfer) and the Annexes to Schedule S4 (Staff Transfer) shall be unlimited.

Financial and other limits

19.4 Subject to Clauses 19.1 and 19.2 and Clauses 19.7:

19.4.1 the Supplier's aggregate liability in respect of loss of or damage to the Buyer Premises or other property or assets of the Buyer (including technical infrastructure, assets or equipment but excluding any loss or damage to the Buyer's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.2 the Supplier's aggregate liability in respect of loss of or damage to Buyer Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £10 million;

19.4.3 the Supplier's aggregate liability in respect of all:

(g) Service Credits; and

(h) Compensation for Critical Service Level Failure;

incurred in any rolling period of 12 months shall be subject to the Service Credit Cap; and

19.4.4 the Supplier's aggregate liability in respect of all other Losses incurred by the Buyer under or in connection with this Contract as a result of Defaults by the Supplier shall in no event exceed:

- (i) in relation to Defaults occurring in the first Contract Year, an amount equal to 150% of the Estimated Year 1 Charges;
- (j) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (k) in relation to Defaults occurring after the end of the Contract Period, an amount equal to 150% of the Charges paid and/or due to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period,

provided that where any Losses referred to this Clause 19.4.4 have been incurred by the Buyer as a result of the Supplier's abandonment of this Contract or the Supplier's wilful default, wilful breach of a fundamental term of this Contract or wilful repudiatory breach of this Contract, the references in such Clause to 150% shall be deemed to be references to 200%.

19.5 Deductions from Charges shall not be taken into consideration when calculating the Supplier's liability under Clause 19.4.4.

19.6 Subject to Clauses 19.1 and 19.3 and Clause 19.7 and without prejudice to the Buyer's obligation to pay the Charges as and when they fall due for payment:

19.6.1 the Buyer's total aggregate liability as a result of early termination of this Contract by the Buyer pursuant to Clause 35.1.9 (Termination Without Cause) shall comprise the fee calculated in accordance with the provisions of Clause 36.2 and Attachment 2 (Charges) of the Order Form;

19.6.2 the Buyer's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Contract as a result of Defaults of the Buyer shall in no event exceed:

- (l) in relation to Defaults occurring in the first Contract Year, an amount equal to the Estimated Year 1 Charges;
- (m) in relation to Defaults occurring during any subsequent Contract Year, an amount equal to the total Charges paid and/or due to be paid under this Contract in the Contract Year immediately preceding the occurrence of the Default; and
- (n) in relation to Defaults occurring after the end of the Contract Period, an amount equal to the total Charges paid and/or due

to be paid to the Supplier in the 12 month period immediately prior to the last day of the Contract Period.

Consequential Losses

19.7 Subject to Clauses 19.1, 19.2 and 19.3 and Clause 19.8, neither Party shall be liable to the other Party for:

19.7.1 any indirect, special or consequential Loss; or

19.7.2 any loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

19.8 Notwithstanding Clause 19.7 but subject to Clause 19.4, the Supplier acknowledges that the Buyer may, amongst other things, recover from the Supplier the following Losses incurred by the Buyer to the extent that they arise as a result of a Default by the Supplier:

19.8.1 any additional operational and/or administrative costs and expenses incurred by the Buyer, including costs relating to time spent by or on behalf of the Buyer in dealing with the consequences of the Default;

19.8.2 any wasted expenditure or charges;

19.8.3 the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Contract;

19.8.4 any compensation or interest paid to a third party by the Buyer; and

19.8.5 any fine or penalty incurred by the Buyer pursuant to Law and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty.

Mitigation

19.9 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 Except as expressly set out in this Contract:

20.1.1 the Buyer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:

(a) the Supplier Software;

(b) the Third Party Software;

- (c) the Third Party IPRs; and
 - (d) the Supplier Background IPRs;
- 20.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Buyer or its licensors, including:
 - (a) the Buyer Software;
 - (b) the Buyer Data; and
 - (c) the Buyer Background IPRs;
- 20.1.3 Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Buyer.
- 20.2 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 20.1, 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).
- 20.3 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.
- 20.4 Unless the Buyer otherwise agrees in advance in writing:
 - 20.4.1 all Specially Written Software and any software element of Project Specific IPRs shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software; and
 - 20.4.2 where the Specially Written Software and any software element of Project Specific IPRs are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer.
- 20.5 Where the Buyer agrees that any Specially Written Software and/or any software element of Project Specific IPRs should be excluded from Open Source publication, the Supplier shall as soon as reasonably practicable provide written details of the impact that such exclusion will have on the Buyer's ability to publish other Open Source software under Clause 24.
- 20.6 The Supplier waives (and shall procure that each of the Supplier Personnel shall waive) any moral rights which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, to the extent such rights arise.

21. TRANSFERS AND LICENCES GRANTED BY THE SUPPLIER

Specially Written Software and Project Specific IPRs

21.1 Subject to Clause 21.17 the Supplier hereby agrees to transfer to the Buyer, or shall procure the transfer to the Buyer of, all rights (subject to Clause 20.1.1 in the Specially Written Software and the Project Specific IPRs including (without limitation):

21.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and

21.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the “**Software Supporting Materials**”);

but not including any Know-How, trade secrets or Confidential Information.

21.2 The Supplier:

21.2.1 shall:

- (a) inform the Buyer of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
- (b) deliver to the Buyer the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer; and
- (c) without prejudice to Clause 21.11, provide full details to the Buyer of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;

21.2.2 acknowledges and agrees that the ownership of the media referred to in Clause 21.2.1(b) shall vest in the Buyer upon their receipt by the Buyer; and

21.2.3 shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Buyer.

Supplier Software and Supplier Background IPRs

- 21.3 The Supplier shall not use any Supplier Non-COTS Software or Supplier NonCOTS Background IPR in the provision of the Services unless it is detailed in the Order Form, and where Part A of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, sent to the Technical Board (as defined therein) for review and approval granted by the Buyer.
- 21.4 The Supplier hereby grants to the Buyer:
- 21.4.1 subject to the provisions of Clause 21.17, perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):
- (a) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Buyer for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
 - (b) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function;
- 21.4.2 a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Buyer and Supplier COTS Background IPRs on the licence terms identified in a letter or substantially in the form set out in Part A of Schedule 9 (Software) and signed by or on behalf of the Parties on or before the Commencement Date provided always that the Buyer shall remain entitled to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Clauses 21.7 and 21.8 in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and
- 21.4.3 a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.
- 21.5 At any time during the Contract Period or following termination or expiry of this Contract, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under 21.4.1(a) or in respect of the Supplier Non-COTS Background IPRs under Clause 21.4.1(b) by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if the Buyer or any person to whom the Buyer grants a sub-licence pursuant to Clause 21.7 (Buyer's right to sub-license) commits any material breach of the terms of Clause 21.4.1(a) or 21.4.1(b) or 21.7.1 (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working

Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

21.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Clause 21.5, the Buyer shall:

21.6.1 immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);

21.6.2 at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Buyer may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and

21.6.3 ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Buyer) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Buyer's right to sub-license

21.7 Subject to Clause 21.17, the Buyer may sub-license:

21.7.1 the rights granted under Clause 21.4 to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

- (a) the sub-licence is on terms no broader than those granted to the Buyer;
- (b) the sub-licence authorises the third party to use the rights licensed in Clause 21.4 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
- (c) the sub- licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Part B to Schedule 9 (Software); and

21.7.2 the rights granted under Clause 21.4 to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:

- (a) the sub-licence is on terms no broader than those granted to the Buyer; and

- (b) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Approved SubLicensee.

Buyer's right to assign/novate licenses

21.8 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 21.4 to:

21.8.1 a Central Government Body; or

21.8.2 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 Buyer.

21.9 Any change in the legal status of the Buyer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 21.4. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licence granted in Clause 21.4.

21.10 If a licence granted in Clause 21.4 is novated under Clause 21.8 or there is a change of the Buyer's status pursuant to Clause 21.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Buyer.

Third Party Software and Third Party IPRs

21.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in the Order Form, where Part A of Schedule 7 (Governance) applies to this Contract as indicated in the Order Form, approval is granted by the Buyer following a review by the Technical Board and has in each case either:

21.11.1 first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Buyer on a royalty-free basis to the Buyer and on terms no less favourable to the Buyer than those set out in Clauses 21.4.1 and 21.5 and Clause 21.8; or

21.11.2 complied with the provisions of Clause 21.12.

21.12 If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Clause 21.11.1, the Supplier shall:

21.12.1 notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are

alternative software providers which the Supplier could seek to use;
and

21.12.2 use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Buyer has first approved in writing the terms of the licence from the relevant third party.

21.13 The Supplier shall:

21.13.1 notify the Buyer in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them;
and

21.13.2 unless instructed otherwise in writing by the Buyer in any case within twenty (20) Working Days of notification pursuant to 21.12.1, use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Buyer on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

21.14 Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Buyer does not have a suitable licence, then the Supplier must notify the Buyer within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in.

Termination and Replacement Suppliers

21.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Clause 21.

21.16 The Supplier shall, if requested by the Buyer and at the Supplier's cost:

21.16.1 grant (or procure the grant) to any Replacement Supplier of:

- (a) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Buyer in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Clause 21 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the Replacement Supplier;
- (b) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable

(including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

21.16.2 use all reasonable endeavours to procure the grant to any Replacement Supplier of a licence to use any Third Party COTS Software and/or Third Party COTS IPRs on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

Patents

21.17 Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software solely for the purpose for which they were delivered under this Contract.

22. LICENCES GRANTED BY THE BUYER

22.1 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, nontransferable licence during the Term to use the Buyer Software, the Buyer Background IPRs, the Specially Written Software, the Project Specific IPRs and the Buyer Data solely to the extent necessary for performing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

22.1.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 39; and

22.1.2 the Supplier shall not, without the Buyer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

22.2 In the event of the termination or expiry of this Contract, the licence granted pursuant to Clause 22.1 and any sub-licence granted by the Supplier in accordance with Clause 22.1 shall terminate automatically on the date of such termination or expiry and the Supplier shall:

22.2.1 immediately cease all use of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be);

22.2.2 at the discretion of the Buyer, return or destroy documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data, provided that if the Buyer has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Buyer Software, the Buyer Background IPRs and the Buyer Data (as the case may be); and

22.2.3 ensure, so far as reasonably practicable, that any Buyer Software, Buyer Background IPRs and Buyer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Buyer Software, Buyer Background IPRs and/or Buyer Data.

23. IPR INDEMNITY

23.1 The Supplier shall at all times, during and after the Contract Period, on written demand indemnify the Buyer and each other Indemnified Person, and keep the Buyer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from an IPRs Claim.

23.2 If an IPRs Claim is made, or the Supplier anticipates that an IPRs Claim might be made, the Supplier may, at its own expense and sole option, either:

23.2.1 procure for the Buyer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the IPRs Claim; or

23.2.2 replace or modify the relevant item with non-infringing substitutes provided that:

- (a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (b) the replaced or modified item does not have an adverse effect on any other services or the IT Environment;
- (c) there is no additional cost to the Buyer or relevant Indemnified Person (as the case may be); and
- (d) the terms and conditions of this Contract shall apply to the replaced or modified Services.

23.3 If the Supplier elects to procure a licence in accordance with Clause 23.2.1 or to modify or replace an item pursuant to Clause 23.2.2, but this has not avoided or resolved the IPRs Claim, then:

23.3.1 the Buyer may terminate this Contract (if subsisting) with immediate effect by written notice to the Supplier; and

23.3.2 without prejudice to the indemnity set out in Clause 23.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

24. OPEN SOURCE PUBLICATION

24.1 The Supplier agrees that the Buyer may at its sole discretion publish as Open Source all or part of the Specially Written Software and any software element of the Project Specific IPRs after the Commencement Date.

24.2 The Supplier hereby warrants that the Specially Written Software and any software element of the Project Specific IPRs:

24.2.1 are suitable for release as Open Source and that any release will not allow a third party to use the Open Source to in any way compromise the operation, running or security of the Specially Written Software, the Project Specific IPRs or the Buyer System;

24.2.2 shall not cause any harm or damage to any party using anything published as Open Source and that the Specially Written Software and the Project Specific IPRs do not contain any Malicious Software;

24.2.3 do not contain any material which would bring the Buyer into disrepute upon publication as Open Source;

24.2.4 do not contain any IPR owned or claimed to be owned by any third party which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs ("**Non-Party IPRs**"); and

24.2.5 will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the Commencement Date.

24.3 The Supplier shall ensure that the Open Source Publication Material provided to the Buyer does not include any Supplier Software or Supplier Background IPRs save that which the Supplier is willing to allow to be included in any Open Source publication. In such a case, the Supplier hereby acknowledges that any such Supplier Software or Supplier Background IPRs will become Open Source and will be licensed and treated as such following publication by the Buyer and any third party that uses the Open Source Publication Materials on the terms of the Open Source licence used by the Buyer when publishing as Open Source.

24.4 The Supplier hereby indemnifies the Buyer against all claims in which the Buyer is, or is threatened to be, a party for any alleged infringement of any Non-Party IPRs arising from publication of the Specially Written Software and any software element of the Project Specific IPRs as Open Source under Clause 24.

25. PUBLICITY AND BRANDING

25.1 The Supplier shall not, and shall take all reasonable steps to ensure the Supplier Personnel do not, make any press announcements or publicise this Contract or any part of it in any way nor use the Buyer's name or brand in any promotion or marketing or announcement of orders, without the Buyer's prior written

approval (the decision of the Buyer to approve or not shall not be unreasonably withheld or delayed).

25.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Deliverables) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

26. **BUYER DATA AND SECURITY REQUIREMENTS**

Security Requirements

26.1 Where indicated in the Order Form, the Parties shall comply with either Part A or Part B of Schedule S3 (Security Requirements).

26.2 Where a Buyer has notified the Supplier that the award of this Contract by the Buyer shall be conditional upon the Supplier having an accredited security facility and a number of UK national security cleared personnel, the Supplier shall have:

26.2.1 (or be willing obtain within such period as agreed between the Parties) an accredited secure facility environment in accordance with HMG Security Policy Framework May 2018 and/or any future variations to the policy, (commonly referred to as List X). Further information on List X accreditation can be found at: <https://www.gov.uk/government/publications/security-policyframework>; and

26.2.2 a number of UK national security cleared personnel prior to the Commencement Date.

26.3 If the Supplier fails to comply with Clause 26.2 above, then without prejudice to the Buyer's other rights and remedies (if any), the Buyer shall be entitled to terminate this Contract for material Default in accordance with Clause 35.1.1.

Protection of Buyer Data

26.4 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Buyer Data.

26.5 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.

26.6 To the extent that the Buyer Data is held and/or Processed by the Supplier, the Supplier shall supply that Buyer Data to the Buyer as requested by the Buyer and in the format (if any) specified in this Contract and in any event as specified by the Buyer from time to time in writing.

26.7 The Supplier shall preserve the integrity of Buyer Data and prevent the corruption or loss of Buyer Data at all times that the relevant Buyer Data is under its control or the control of any Sub-Contractor.

26.8 The Supplier shall perform secure back-ups of all Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Buyer (or to such other person as the Buyer may direct) at all times upon request and are delivered to the Buyer at no less than 6 monthly intervals (or such other intervals as may be agreed in writing between the Parties).

26.9 The Supplier shall ensure that any system on which the Supplier holds any Buyer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).

26.10 If the Buyer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Buyer may:

26.10.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of buyer Data to the extent and in accordance with the requirements specified in Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer, 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 Buyer's notice; and/or

26.10.2 itself restore or procure the restoration of Buyer 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 Schedule S6 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Buyer.

27. MALICIOUS SOFTWARE

27.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted antivirus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

27.2 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 Buyer Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.

27.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 27.2 shall be borne by the Parties as follows:

27.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Buyer Data (whilst the Buyer 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 Buyer when provided to the Supplier; and

27.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

28. **GOVERNANCE**

28.1 The Parties shall comply with the provisions of Schedule 7 (Governance) in relation to the management and governance of this Contract.

Representatives

28.2 Each Party shall have a representative for the duration of this 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 Contract.

28.3 The initial Supplier Representative shall be the person named as such in the Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 11 (Supplier Personnel).

28.4 The initial Buyer Representative shall be the person named as such in the Order Form. The Buyer may, by written notice to the Supplier, revoke or amend the authority of the Buyer Representative or appoint a new Buyer Representative.

29. **RECORDS AND AUDIT**

29.1 The Supplier shall keep and maintain for seven (7) years after termination or expiry of this Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Buyer.

29.2 The Supplier shall:

29.2.1 keep the records and accounts referred to in Clause 29.1 in accordance with Good Industry Practice and Law; and

29.2.2 afford any Auditor access to the records and accounts referred to in Clause 29.1 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 Contract Period and the period specified in Clause 29.1, 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 Contract including for the following purposes to:

- (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under this Contract (and any proposed or actual variations to them in accordance with this 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 Services;
- (c) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law;
- (d) 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 Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if applicable) and/or any Sub-Contractors or their ability to perform the Services;
- (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
- (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
- (i) 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 Buyer has used its resources;
- (j) review any Performance Monitoring Reports provided under Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
- (k) verify the accuracy and completeness of any information delivered or required by this Contract;
- (l) inspect the IT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (m) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

- (n) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
 - (o) review the Supplier's compliance with the Standards;
 - (p) inspect the Buyer Assets, including the Buyer's IPRs, equipment and facilities, for the purposes of ensuring that the Buyer Assets are secure and that any register of assets is up to date; and/or
 - (q) review the integrity, confidentiality and security of the Buyer Data.
- 29.3 The Buyer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the 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 Buyer.
- 29.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable cooperation and assistance in:
 - 29.4.1 all reasonable information requested by the Buyer within the scope of the audit;
 - 29.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
 - 29.4.3 access to the Supplier Personnel.
- 29.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 29.1, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Buyer for the Buyer's reasonable costs incurred in relation to the audit.

30. **INSURANCE**

- 30.1 Without limitation to the generality of Clause 30.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 30.2 Notwithstanding the benefit to the Buyer of the policy or policies of insurance referred to in Framework Schedule 14 (Insurance Requirements), the Supplier shall effect and maintain any such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured by under the Framework in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Contract.

31. BUYER REMEDIES FOR DEFAULT

Remedies

31.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Schedule 3 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 9.5 and 7.8, if the Supplier commits any Default of this Contract then the Buyer may (whether or not any part of the Services have been delivered) do any of the following:

31.1.1 at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Contract are fulfilled, in accordance with the Buyer's instructions;

31.1.2 carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Contract;

31.1.3 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):

- (a) instruct the Supplier to comply with the Rectification Plan Process;
- (b) suspend this Contract (whereupon the relevant provisions of Clause 35.3 (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 Services;
- (c) without terminating or suspending the whole of this Contract, terminate or suspend this Contract in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 35.3 (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 Services;

31.2 Where the Buyer exercises any of its step-in rights under Clauses 31.1.3(b) or 31.1.3(c), the Buyer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

Rectification Plan Process

- 31.3 Where the Buyer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 31.1.3(c) the Supplier shall submit a draft Rectification Plan to the Buyer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer'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 Buyer's request for a draft Rectification Plan.
- 31.4 The draft Rectification Plan shall set out:
- 31.4.1 full details of the Default that has occurred, including a root cause analysis;
 - 31.4.2 the actual or anticipated effect of the Default; and
 - 31.4.3 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).
- 31.5 The Supplier shall promptly provide to the Buyer any further documentation that the Buyer 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 6 of Schedule 4 (Dispute Resolution Procedure).
- 31.6 The Buyer 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:
- 31.6.1 is insufficiently detailed to be capable of proper evaluation;
 - 31.6.2 will take too long to complete;
 - 31.6.3 will not prevent recurrence of the Default; and/or
 - 31.6.4 will rectify the Default but in a manner which is unacceptable to the Buyer.
- 31.7 The Buyer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Buyer rejects the draft Rectification Plan, the Buyer 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 Buyer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Buyer's notice rejecting the first draft.
- 31.8 If the Buyer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

32. SUPPLIER RELIEF DUE TO BUYER CAUSE

32.1 Notwithstanding any other provision of this Contract, if the Supplier has failed to:

32.1.1 Achieve a Milestone by its Milestone Date;

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

32.1.3 comply with its obligations under this Contract,

(each a “**Supplier Non-Performance**”),

and can demonstrate that the Supplier Non-Performance would not have occurred but for an Buyer Cause, then (subject to the Supplier fulfilling its obligations in this Clause 32):

- (a) the Supplier shall not be treated as being in breach of this Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Buyer Cause;
- (b) the Buyer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Contract pursuant to Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (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 Buyer Cause;
 - (ii) if the Buyer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Buyer Cause;
 - (iii) the Supplier shall have no liability to pay any Delay Payments associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Buyer Cause; and
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (iv) the Supplier shall not be liable to accrue Service Credits;
 - (v) the Buyer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 10; and
 - (vi) the Supplier shall be entitled to invoice for the Service Charges for the relevant Services affected by the Buyer Cause,

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

32.2 In order to claim any of the rights and/or relief referred to in Clause 32.1, the Supplier shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that an Buyer Cause has caused, or is reasonably likely to cause, a Supplier Non-Performance, give the Buyer notice (a “**Relief Notice**”) setting out details of:

32.2.1 the Supplier Non-Performance;

32.2.2 the Buyer Cause and its effect, or likely effect, on the Supplier’s ability to meet its obligations under this Contract;

32.2.3 any steps which the Buyer can take to eliminate or mitigate the consequences and impact of such Buyer Cause; and

32.2.4 the relief claimed by the Supplier.

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

32.4 The Supplier shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of an Buyer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

32.5 Without prejudice to Clause 8.9 (Continuing obligation to provide the Services), if a Dispute arises as to:

32.5.1 whether a Supplier Non-Performance would not have occurred but for an Buyer Cause; and/or

32.5.2 the nature and/or extent of the relief and/or compensation 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.

32.6 Any Change that is required to the Implementation Plan or to the Charges pursuant to this Clause 32.1 shall be implemented in accordance with the Change Control Procedure.

33. **FORCE MAJEURE**

33.1 Subject to the remaining provisions of this Clause 33 (and, in relation to the Supplier, subject to its compliance with its obligations in Schedule S6 (Business Continuity Plan and Disaster Recovery where used)), a Party may claim relief under this Clause 33 from liability for failure to meet its obligations under this

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 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.

33.2 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.

33.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 33 to the extent that consequences of the relevant Force Majeure Event:

33.3.1 are capable of being mitigated, but the Supplier has failed to do so;

33.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract; or

33.3.3 are the result of the Supplier's failure to comply with its BCDR Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the BCDR Plan).

33.4 Subject to Clause 33.5, 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 Services affected by the Force Majeure Event.

33.5 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.

33.6 Where, as a result of a Force Majeure Event:

33.6.1 an Affected Party fails to perform its obligations in accordance with this 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 Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days and the Other

Party may terminate this Contract in whole or in part after such continuous period by issuing a Termination Notice to the other Party; and

- (b) neither Party shall be liable for any Default arising as a result of such failure;

33.6.2 the Supplier fails to perform its obligations in accordance with this Contract:

- (a) the Buyer shall not be entitled:
 - (i) during the continuance of the Force Majeure Event to exercise its rights under Clause 31.1.2 and 31.1.3 (Buyer Remedies for Default) as a result of such failure;
 - (ii) to receive Delay Payments pursuant to Clause 7.8 (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 Service Charges as Compensation for Critical Service Level Failure pursuant to Clause 10.1 (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 Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Contract during the occurrence of the Force Majeure Event.

33.7 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 Contract.

33.8 Relief from liability for the Affected Party under this Clause 33 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 Contract and shall not be dependent on the serving of notice under Clause 33.7.

33.9 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Contract under Clause 33.6.1(a) for a continuing Force Majeure Event.

34. PROTECTION OF PERSONAL DATA

Status of the Controller

34.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Contract will determine the status of each Party under the Data Protection Legislation. A Party may act as:

34.1.1 “**Controller**” (where the other Party acts as the “**Processor**”);

34.1.2 “**Processor**” (where the other Party acts as the “**Controller**”);

34.1.3 “**Joint Controller**” (where both Parties are considered to jointly control the same Personal Data);

34.1.4 “**Independent Controller**” of the Personal Data where the other Party is also “**Controller**” of the same Personal Data in its own right (but there is no element of joint control);

and the Parties shall set out in the Schedule of Processing, Personal Data and Data Subjects which scenario or scenarios are intended to apply under this Contract.

Where One Party is Controller and the other Party its Processor

34.2 Where a Party is a Processor, the only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Controller.

34.3 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

34.4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

34.4.1 a systematic description of the envisaged processing operations and the purpose of the Processing;

34.4.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

34.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

34.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

34.5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

34.5.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

34.5.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 26 (Buyer Data and Security Requirements) which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

34.5.3 ensure that:

- (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular the Schedule of Processing, Personal Data and Data Subjects);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any of the Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clause, Clauses 39 (Confidentiality) and in the case of the Supplier, 26 (Buyer Data and Security Requirements);
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) 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 Buyer or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

34.5.4 not transfer Personal Data to a Restricted Country unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37 as relevant) as determined by the Buyer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and
- (e) in respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 34.5.4, the Processor shall, when requested by the Controller, promptly enter into an agreement with the Controller including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Controller might require which terms shall, in the event of any conflict, take precedence over those in this Clause 34, and the Processor shall comply with any reasonable instructions notified to it in advance by the Controller with respect to the transfer of the Personal Data; and

34.5.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Contract unless the Processor is required by Law to retain the Personal Data.

34.6 Subject to Clause 34.7, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

- 34.6.1 receives a Data Subject Request (or purported Data Subject Request);
- 34.6.2 receives a request to rectify, block or erase any Personal Data;
- 34.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
- 34.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- 34.6.5 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

- 34.6.6 becomes aware of a Data Loss Event.
- 34.7 The Processor's obligation to notify under Clause 34.6 shall include the provision of further information to the Controller in phases, as details become available.
- 34.8 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 34.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- 34.8.1 the Controller with full details and copies of the complaint, communication or request;
 - 34.8.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 34.8.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 34.8.4 assistance as requested by the Controller following any Data Loss Event; and
 - 34.8.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 34.9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 34. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- 34.9.1 the Controller determines that the processing is not occasional;
 - 34.9.2 the Controller 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; or
 - 34.9.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 34.10 The Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor or representative.
- 34.11 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 34.12 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Processor must:
- 34.12.1 notify the Controller in writing of the intended Sub-processor and processing;

- 34.12.2 obtain the written consent of the Controller;
 - 34.12.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 34 such that they apply to the Sub-processor; and
 - 34.12.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 34.13 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 34.14 The Buyer may, at any time on not less than thirty (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).
- 34.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance, codes of practice, codes of conduct, regulatory guidance, standard clauses or any other related laws arising from the GDPR.

Where the Parties are Joint Controllers of Personal Data

- 34.16 In the event that the Parties are Joint Controllers in respect of Personal Data under this Contract, the Parties shall implement Clauses that are necessary to comply with GDPR Article 26 based on the terms set out in the alternative Joint Controller clauses as indicated in Section C, Part C (Alternative Clauses) of the Order Form.

Where the Parties are Independent Controllers of Personal Data

- 34.17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 34.18 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 34.19 Where a Party has provided Personal Data to the other Party in accordance with Clause 34.17, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 34.20 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the processing of Personal Data for the purposes of this Contract.
- 34.21 The Parties shall only provide Personal Data to each other:

- 34.21.1 to the extent necessary to perform the respective obligations under this Contract;
- 34.21.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
- 34.21.3 where it has recorded it in the Schedule of Processing, Personal Data and Data Subjects.
- 34.22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 34.23 A Party Processing Personal Data for the purposes of this Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 34.24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to this Contract (“the **Request Recipient**”):
- 34.24.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 34.24.2 where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Request Recipient will:
- (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 34.25 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Contract and shall:

- 34.25.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach;
 - 34.25.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 34.25.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 34.25.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 34.26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under this Contract as specified in the Schedule of Processing, Personal Data and Data Subjects.
- 34.27 Personal Data shall not be retained or Processed for longer than is necessary to perform each Party's obligations under this Contract which is specified in the Schedule of Processing, Personal Data and Data Subjects.
- 34.28 Notwithstanding the general application of Clauses 34.2 to 34.15 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Clause 34.16 to 34.27.

35. **TERMINATION AND EXPIRY**

35.1 **Buyer Termination Rights Termination**

on Material Default

- 35.1.1 The Buyer may terminate this Contract for material Default by issuing a Termination Notice to the Supplier where:
- (a) the Supplier commits a Critical Service Level Failure;
 - (b) as a result of any Defaults, the Buyer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clause 19.4.1, 19.4.2, 19.4.3 and 19.4.4;
 - (c) the Buyer expressly reserves the right to terminate this Contract for material Default, including pursuant to any of the following: Clause 23 (IPRs Indemnity), Clause 46.5.2 (Prevention of Fraud and Bribery) and Paragraph 4 of Schedule 8 (Financial Distress);
 - (d) the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy;

- (e) the Supplier commits a Default, including a material Default, which in the opinion of the Buyer is remediable but has not remedied such Default to the satisfaction of the Buyer in accordance with the Rectification Plan Process; and/or
- (f) the Buyer has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;

35.1.2 For the purpose of Clause 35.1.1, 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.

Termination in Relation to Financial Standing

35.1.3 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Buyer 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 Services under this Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Contract.

Termination on Insolvency

35.1.4 The Buyer may terminate this Contract with immediate effect by issuing a written notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

Termination on Change of Control

35.1.5 The Supplier shall notify the Buyer 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.

35.1.6 The Supplier shall ensure that any notification made pursuant to Clause 35.1.5 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

35.1.7 The Buyer may terminate this Contract 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 Buyer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where written consent of the Buyer was granted prior to the Change of Control.

Termination for breach of Regulations

35.1.8 The Buyer may terminate this 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) of the Regulations.

Termination Without Cause

35.1.9 The Buyer shall have the right to terminate this Contract at any time by issuing a Termination Notice to the Supplier giving written notice of at least the number of days stipulated in the Order Form.

Termination in Relation to the Framework

35.1.10 The Buyer may terminate this Contract by giving by issuing a Termination Notice to the Supplier if the Framework is terminated for any reason whatsoever.

Termination in Relation to Benchmarking

35.1.11 The Buyer may terminate this Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 Schedule S5 (Benchmarking) where used.

35.2 Supplier Termination Right

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

35.2.2 The Supplier shall continue to perform all of its obligations under this Contract and shall not suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part).

35.3 Partial Termination, Suspension and Partial Suspension

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

35.3.2 Any suspension of this Contract under Clause 35.3.1 shall be for such period as the Buyer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Buyer.

35.3.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:

(a) an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Buyer's termination rights under Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and

(b) reject the Change.

36. CONSEQUENCES OF TERMINATION AND EXPIRY

36.1 **Consequences of termination under Paragraph 1.2 Schedule S8 (Guarantee) where used, 35.1.1 (Termination on Material Default), 35.1.3 (Termination in Relation to Financial Standing), 35.1.10 (Termination in Relation to Framework Agreement) and 35.1.11 (Termination in Relation to Benchmarking)**

36.1.1 Where the Buyer:

(a) terminates (in whole or in part) this Contract under any of the Clauses referred to in Clause 36.1; and

(b) then makes other arrangements for the supply of the Services,

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

36.2 **Consequences of termination under Clauses 35.1.9 (Termination without Cause)**

36.2.1 Where the Buyer terminates (in whole or in part) this Contract under Clause 35.1.9 (Termination without Cause) and Attachment 2 (Charges) of the Order Form expressly states:

(a) the Supplier is entitled to be paid an early termination fee pursuant to this Clause 36.2.1 where the Buyer terminates this

Contract pursuant to Clause 35.1.9 (Termination without Cause); and

- (b) in detail how any such early termination fee is to be calculated in the event of termination for convenience (including where relevant details of any formula for such calculation),

the Buyer shall pay to the Supplier the early termination fee (calculated in accordance with the formula set out in Attachment 2 (Charges) of the Order Form and due solely as a result of the Buyer terminating this Contract for convenience pursuant to Clause 35.1.9 (Termination without Cause)).

36.2.2 The Buyer shall not be liable under Clause 36.2.1 to pay any early termination fee(s):

- (a) which are 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;
- (b) which when added to any sums paid or due to the Supplier under this Contract, exceeds the total sum that would have been payable to the Supplier if this Contract had not been terminated; or
- (c) where no such calculation details are expressly set out in Attachment 2 (Charges) of the Order Form.

36.3 **Consequences of Termination for Any Reason or Expiry**

36.3.1 Save as otherwise expressly provided in this Contract:

- (a) termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this 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 Contract shall not affect the continuing rights, remedies or obligations of the Buyer or the Supplier under Clauses 8.8 (Specially Written Software), 15.4 and 15.5 (VAT), 15.6 and 15.7 (Set-off and Withholding), 29 (Records and Audits), 11.8 (Employment Liabilities), 16 (Income Tax and National Insurance Contributions), 20 (IPRs), 21 (Transfers and Licenses Granted by the Supplier), 23 (IPRs Indemnity), 40 (Confidentiality), 41 (Transparency and FOIA), 34 (Protection of Personal Data), 19 (Limitation of Liability), 36 (Consequences of Termination or Expiry), 44 (Severance), 51 (Entire Agreement), 52 (Third Party Rights), 54 (Disputes), 55 (Governing Law and Jurisdiction), Schedule 1 (Definitions), Schedule 4 (Dispute Resolution Procedure), Schedule 10 (Exit

Management), Schedule S4 (Staff Transfer) where used, Clause C3 (Collaboration Agreement) where used and without limitation to the foregoing, any other provision of this Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive termination or expiry of this Contract.

36.3.2 The Parties shall comply with the provision of Schedule 10 (Exit Management) any current Exit Plan in relation to the orderly transition of the Services to the Buyer or a Replacement Supplier.

37. **APPOINTMENT OF SUB-CONTRACTORS**

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

37.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and

37.1.2 comply with its obligations under this Contract in the delivery of the Services.

37.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:

37.2.1 the proposed Sub-Contractor's name, registered office and company registration number;

37.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and

37.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm'slength" terms.

37.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2, the Supplier shall also provide:

37.3.1 a copy of the proposed Sub-Contract; and

37.3.2 any further information reasonably requested by the Buyer.

37.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 37.2 (or, if later, receipt of any further information requested pursuant to Clause 37.3), object to the appointment of the relevant Sub-Contractor if it considers that:

37.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;

37.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or 37.4.3 the proposed Sub-Contractor employs unfit persons; in which case, the Supplier shall not proceed with the proposed appointment.

37.5 If:

37.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:

- (a) the Supplier's notice issued pursuant to Clause 37.2; and
- (b) any further information requested by the Buyer pursuant to Clause 37.3; and

37.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 38 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

37.6 The Supplier shall remain responsible for all acts and omissions of its SubContractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

38. **APPOINTMENT OF KEY SUB-CONTRACTORS**

38.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.

38.2 Where during the Contract Period 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 CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

38.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

38.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

38.2.3 the proposed Key Sub-Contractor employs unfit persons.

38.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

38.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

- 38.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 38.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 38.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
- 38.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:
- (a) the data protection requirements set out in Clause 31 (Data Protection);
 - (b) the FOIA requirements set out in Clause 41 (Transparency and FOIA);
 - (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause 27 (Records and Audit);
- 38.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 35 and 36 of this Contract;
- 38.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer;
- 38.3.8 a provision requiring the Key Sub-Contractor to participate in, and if required by the Buyer in the relevant Multi-Party Procedure Initiation Notice to procure the participation of all or any of its Sub-Contractors in, the Multi-Party Dispute Resolution Procedure;
- 38.3.9 a provision requiring the Key Sub-Contractor to:
- (a) promptly notify the Supplier and the Buyer in writing of any of the following of which it is, or ought to be, aware:
 - (i) the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor; or
 - (ii) any fact, circumstance or matter of which it is aware which could cause the occurrence of a Financial Distress Event in relation to the Key Sub-Contractor,
- and in any event, provide such notification within ten (10) Working Days of the date on which the Key Sub-Contractor first becomes aware of such); and
- (b) co-operate with the Supplier and the Buyer in order to give full effect to the provisions of Schedule 8 (Financial

Distress), including meeting with the Supplier and the Buyer to discuss and review the effect of the Financial Distress Event on the continued performance and delivery of the Services, and contributing to and complying with the Financial Distress Remediation Plan, and providing the information specified at Paragraph 3.3.2(b) of Schedule 8 (Financial Distress).

39. SUPPLY CHAIN PROTECTION

Advertising Sub-Contract Opportunities

39.1 The Supplier shall:

39.1.1 subject to Clauses 39.3 and 39.4, advertise on Contracts Finder all Sub-contract opportunities arising from or in connection with the provision of the Goods and/or Services above a minimum threshold of £25,000 that arise during the Contract Period;

39.1.2 within ninety (90) days of awarding a Sub-Contract to a SubContractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;

39.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

39.1.4 provide reports on the information at Clause 39.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and

39.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

39.2 Each advert referred to in Clause 39.1 above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

39.3 The obligation at Clause 39.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.

39.4 Notwithstanding Clause 39.1 the Buyer may, by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

Supply Chain Protection

39.5 The Supplier shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Supplier's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract) contain provisions:

39.5.1 giving the Supplier a right to terminate the Sub-Contract if the SubContractor fails to comply in the performance of the Sub-Contract

with legal obligations in the fields of environmental, social or labour law;

39.5.2 requiring the Supplier or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;

39.5.3 that if the Supplier or other party fails to consider and verify an invoice in accordance with sub-paragraph 39.5.2, the invoice shall be regarded as valid and undisputed for the purpose of sub-paragraph 39.5.4 after a reasonable time has passed;

39.5.4 requiring the Supplier or other party to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days of verifying that the invoice is valid and undisputed;

39.5.5 giving the Buyer a right to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and

39.5.6 requiring the Sub-Contractor to include a clause to the same effect as this Clause 39 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

39.6 The Supplier shall:

39.6.1 pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days of verifying that the invoice is valid and undisputed;

39.6.2 include within the Performance Monitoring Reports required under Part B of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with Clause 39.6.1, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

39.7 Notwithstanding any provision of Clauses 40 (Confidentiality) and 25 (Publicity and Branding) if the Supplier notifies the Buyer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

39.8 The Buyer may require the Supplier to terminate:

39.8.1 a Sub-Contract where:

- (a) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Buyer's right of termination pursuant to any of the termination events in Clause 35.1 (Buyer Termination Rights) except Clause 35.1.9 (Termination Without Cause); and/or

- (b) the relevant Sub-Contractor or its Affiliates embarrassed the Buyer or otherwise brought the Buyer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Buyer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

39.8.2 a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:

- (c) the Buyer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (d) the Buyer 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 Buyer was given notice of the Change of Control.

40. **CONFIDENTIALITY**

40.1 For the purposes of this Clause 40, 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.

40.2 Except to the extent set out in this Clause 40 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:

40.2.1 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

40.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;

40.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and

40.2.4 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.

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

40.3.1 the Recipient is required to disclose the Confidential Information by Law;

40.3.2 the need for such disclosure arises out of or in connection with:

- (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;
- (b) the purpose of the examination and certification of the Buyer'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 Buyer is making use of any Services provided under this Contract; or
- (c) the conduct of a Central Government Body review in respect of this Contract;

40.3.3 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.

40.4 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.

40.5 Subject to Clauses 40.2 and 40.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:

40.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and

40.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.

40.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 40, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

40.7 The Buyer may disclose the Confidential Information of the Supplier:

40.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;

40.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

40.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

- 40.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 40.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 40.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer,

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 Buyer under this Clause 40.

40.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 40, the Buyer reserves the right to terminate this Contract for material Default.

41. **TRANSPARENCY AND FOIA**

41.1 The Parties acknowledge that:

41.1.1 the Transparency Reports; and

41.1.2 the content of this Contract, including any changes to this Contract agreed from time to time, except for:

- (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
- (b) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

41.2 Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

41.3 The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Schedule 6 (Transparency Reports).

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

- 41.4.1 provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;

- 41.4.2 transfer to the Buyer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- 41.4.3 provide the Buyer with a copy of all Information held on behalf of the Buyer which is requested in a Request For Information and which is in its possession or control in the form that the Buyer requires within five (5) Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
- 41.4.4 not respond directly to a Request For Information addressed to the Buyer unless authorised in writing to do so by the Buyer.

41.5 The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Buyer 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 Contract) the Buyer 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 EIRs.

42. **WAIVER**

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

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

43. **FURTHER ASSURANCES**

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 reasonably necessary to give effect to the meaning of this Contract.

44. **SEVERANCE**

44.1 If any provision of this 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 Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Contract shall not be affected.

44.2 In the event that any deemed deletion under Clause 44.1 is so fundamental as to prevent the accomplishment of the purpose of this Contract or materially alters the balance of risks and rewards in this Contract, either Party may give notice

to the other Party requiring the Parties to commence good faith negotiations to amend this Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Contract and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.

44.3 If the Parties are unable to agree on the revisions to this Contract within 5 Working Days of the date of the notice given pursuant to Clause 44.2, the matter shall be dealt with in accordance with Paragraph 4 (Commercial Negotiation) of Schedule 4 (Dispute Resolution Procedure) except that if the representatives are unable to resolve the dispute within 30 Working Days of the matter being referred to them, this Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Contract is terminated pursuant to this Clause 44.3.

45. **RELATIONSHIP OF THE PARTIES**

45.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this 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.

46. **PREVENTING FRAUD BRIBERY AND CORRUPTION**

46.1 The Supplier must not during the Contract Period:

46.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor

46.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.

46.2 The Supplier must during the Contract Period:

46.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;

46.2.2 keep full records to show it has complied with its obligations under this Clause 46 and give copies to the Buyer on request; and

46.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this Clause 46, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.

46.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 46.1 and 46.2 or has any reason to think that it, or any of the Supplier Personnel, has either:

46.3.1 been investigated or prosecuted for an alleged Prohibited Act;

46.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

46.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or

46.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.

46.4 If the Supplier notifies the Buyer as required by Clause 46.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.

46.5 If the Supplier breaches Clause 46.2, the Buyer may by notice:

46.5.1 require the Supplier to remove from performance of this Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

46.5.2 immediately terminate this Contract for material Default.

46.6 In any notice the Supplier gives under Clause 46.3 it must specify the:

46.6.1 Prohibited Act;

46.6.2 identity of the Party who it thinks has committed the Prohibited Act; and

46.6.3 action it has decided to take.

47. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

47.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:

47.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

47.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

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

48. **ASSIGNMENT AND NOVATION**

48.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Buyer.

48.2 The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:

48.2.1 any Central Government Body; or

48.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer,

and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 48.2.

48.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not, subject to Clause 48.4, affect the validity of this Contract and this Contract shall be binding on any successor body to the Buyer.

48.4 If the Buyer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Contract to a body which is not a Central Government Body or if a body which is not a Central Government Body succeeds the Buyer (any such body a "**Successor Body**"), the Supplier shall have the right to terminate for an Insolvency Event affecting the Successor Body identical to the right of termination of the Buyer under Clause 35.1.4 as if references in that Clause to the Supplier and to Supplier or Guarantor (if applicable) in the definition of Insolvency Event were references to the Successor Body).

49. **CHANGE**

Change Control Procedure

49.1 Any requirement for a Change shall be subject to the Change Control Procedure.

Change in Law

49.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Charges as the result of:

49.2.1 a General Change in Law; or

49.2.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

49.3 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 49.2.2), the Supplier shall:

49.3.1 notify the Buyer as soon as reasonably practicable of the likely effects of that change, including:

- (a) whether any Change is required to the Services, the Charges or this Contract; and
- (b) 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

49.3.2 provide the Buyer with evidence:

- (a) 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;
- (b) as to how the Specific Change in Law has affected the cost of providing the Services; and
- (c) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Schedule S7 (Continuous Improvement) where used, has been taken into account in amending the Charges.

49.3.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 49.2.2) shall be implemented in accordance with the Change Control Procedure.

50. NOTICES

50.1 Any notices sent under this Contract must be in writing.

50.2 Subject to Clause 50.3, the following table sets out the method by which notices may be served under this Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
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Email	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
Prepaid, 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

50.3 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 recorded delivery in the manner set out in the table in Clause 50.2:

50.3.1 notices issued by the Supplier pursuant to Clause 35.2 (Termination by the Supplier); 50.3.2 Termination Notices; and

50.3.3 Dispute Notices.

50.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 50.3 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 50.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

50.5 This Clause 50 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 Schedule 4 (Dispute Resolution Procedure)).

50.6 For the purposes of this Clause 50, the address and email address of each Party shall be the address and email address set out in the Order Form.

51. **ENTIRE AGREEMENT**

51.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

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

51.3 Nothing in this Clause 51 shall exclude any liability in respect of misrepresentations made fraudulently.

52. **THIRD PARTY RIGHTS**

52.1 The provisions of Clause 23 (IPRs Indemnity), Paragraphs 2.1 and 3.1 of Part A, Paragraphs 2.1, 3.1 and 3.3 of Part B, Paragraphs 1.2 and 1.5 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.5 of Part E of Schedule S4 (Staff Transfer) where used and the provisions of Paragraph 8.9 of Schedule 10 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named or identified 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.

52.2 Subject to Clause 52.1, a person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

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

52.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 52.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

53. **CONFLICTS OF INTEREST**

53.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier's staff are placed in the position of an actual or potential Conflict of Interest.

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

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

54. **DISPUTES**

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

54.2 The Supplier shall continue to provide the Services in accordance with the terms of this Contract until a Dispute has been resolved.

55. **GOVERNING LAW AND JURISDICTION**

55.1 This Contract and any issues, disputes or claims (whether contractual or noncontractual) 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.

55.2 Subject to Clause 54 (Disputes) and Schedule 4 (Dispute Resolution Procedure) (including the Buyer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or noncontractual) that arises out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1 - DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

2.

Acceptance Criteria	means the conditions that must be met before Buyer acceptance of a Supplier deliverable. This can include Standards, Requirements, Buyer processes or other relevant conditions agreed as part of a Milestone or Milestone Delivery Plan.
Achieve	means: (a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule S2 (Testing Procedures) where used, and “ Achieved ” and “ Achievement ” shall be construed accordingly
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event
Affiliates	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time
Analogue Telephony Adaptor (ATA)	means a device for connecting analogue telephony devices (in particular analogue handsets) with digital / IP telephony systems. Also known as FXS Gateways.
Approval	means, in respect of a Documentary Deliverable, to successfully meet its Quality Criteria and have an Approval Certificate issued, and “Approve” and “Approved” shall be construed accordingly
Approved Sub-Licensee	means any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or 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 Buyer
Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets
ATP Milestones	An ATP is an Authority to Proceed (ATP) Decision
Attachment	means an attachment to the Order Form
Auditor	means: <ul style="list-style-type: none"> (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above
Breach of Security	the occurrence of: <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy (if any)
Buyer	means the organisation eligible to use the Framework as specified in the Order Form
Buyer Assets	means the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the

	Services details of which shall be set out in the Order Form
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
Buyer Background IPRs	means <ul style="list-style-type: none"> (a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures; (b) IPRs created by the Buyer independently of this Contract; and/or (c) Crown Copyright which is not available to the Supplier otherwise than under this Contract; but excluding IPRs owned by the Buyer subsisting in the Buyer Software
Buyer Cause	any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is: <ul style="list-style-type: none"> (d) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or (e) caused by the Supplier, any Sub Contractor or any Supplier Personnel
Buyer 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, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Controller
Buyer Personnel	all directors, officers, employees, agents, consultants and contractors of the Buyer engaged in the delivery of this Contract

Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services
	and/or Deliverables (or any of them) as set out or referred to in the Order Form
Buyer Representative	means the representative appointed by the Buyer (as may be changed from time to time in accordance with Clause 28.4, the details of which as at the Commencement Date are set out in the Order Form
Buyer Responsibilities	means the responsibilities of the Buyer set out the Order Form or agreed in writing between the Parties from time to time in connection with this Contract
Buyer Site Cutover	means the activities and steps that will be undertaken prior to, during and post Transition
Buyer Sites	the Buyer's and Service Recipients' sites at which the Services are delivered, including those listed on the Buyer Site Matrix
Buyer Site Matrix	means the site information as specified in 'Voice Site Breakdown 2024-12-06'
Buyer Software	software which is owned by or licensed to the Buyer (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by the Buyer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Services
Buyer's Service Desk	means the service desk provided by the Buyer that provides a single point of contact for End Users which shall be responsible for dealing with End Users where they relate to Incidents, compliments, complaints or escalations

Buyer's Voice Hardware Commencement Date	Effective date for the Voice Hardware contract, tracked in the Buyer project plan
Buyer's Voice Infrastructure Services	Effective date for the Voice Infrastructure Service contract, tracked in the Buyer project plan

Commencement Date	
Call Off Terms	means these terms and conditions
Carbon Reduction Plan	Reference to the CCS Carbon Reduction Plan as outlined at Carbon reduction plan - GOV.UK
Catalogue Items	means a product or service described within the Services Catalogue;
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	<p>means a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency
Change	means any change to this Contract
Change Control Procedure	means the procedures for changing this Contract set out in Part A and Part B of Schedule 5 (Change Control Procedure) and either Part A or Part B shall apply to this Contract as indicated in the Order Form

Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date
Charges	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge
Commencement Date	means the date specified as such in the Order Form

Commercially Sensitive Information	the Confidential Information listed in Section D of the 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 Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services
Compensation for Critical Service Level Failure	has the meaning given to it in Clause 10.1.2

Confidential Information	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <ul style="list-style-type: none"> (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (d) was independently developed without access to the Confidential Information
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
Consumer Price Index	Defined by Office of National Statistics at Consumer price indices, a brief guide - Office for National Statistics
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of:
	<ul style="list-style-type: none"> (a) the Order Form; (b) the Call Off Terms; and (c) Milestone Delivery Plans.
Contract Finder	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015

Contract Period	means the period commencing on the Commencement Date and ending on: (a) expiry of the Initial Term or the Extension Period; or (b) on the earlier of termination of this Contract, which for the avoidance of doubt may not exceed the Maximum Contract Period.
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
Controller	has the meaning given to it in the GDPR
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
CRTPA	means the Contracts (Rights of Third Parties) Act 1999
Cyber Security	means how individuals and organisations reduce the risk of cyber attack
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential
	loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach

Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Protection Officer	has the meaning given to it in the GDPR
Data Subject	has the meaning given to it in the GDPR
Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer
Defect	means: <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 Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; 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 Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria
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 Deduction Period	the period of one hundred (100) days commencing on the relevant Milestone Date
Delay Payments	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Schedule 2 (Charges and Invoicing)
Deliverable	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract, as may be more particularly defined in a Milestone Delivery Plan
Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs -3 and 4 of Schedule S1 (Implementation Plan) where used
Device	means any piece of equipment made for a particular purpose, especially a mechanical or electrical one supporting the voice service
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure

Dispute Resolution Procedure	means the dispute resolution procedure set out in Schedule 4 (Dispute Resolution Procedure)
Documentation	<p>means all documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Buyer under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services
DPA 2018	means the Data Protection Act 2018
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date
Early Life Support	means the support provided by the Supplier after it has taken on proactive management of a Buyer Site for a period until the Buyer Site has been formally handed over to Business as Usual (BAU) support and its Operational Service Commencement Date has been Achieved;
Effective Date	has the same meaning as given to 'Commencement Date'
EIR	the Environmental Information Regulations 2004

Emergency Maintenance	<p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none"> (a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT 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 IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault
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Employment 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 parttime 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; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation
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Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
End User	means any person authorised by the Buyer to use the Voice Services;
Estimated Year Charges 1	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form

Euro Compliant	<p>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 Buyer's business; (ii) all currencyreliant 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):</p> <ul style="list-style-type: none"> (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 (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Schedule 10 (Exit Management)

Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Schedule 10 (Exit Management) where used
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Extension Period	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term
FITS Voice Solution	has the meaning given in Paragraph 2.1 of the Statement of Requirements.
FITS Voice Supplier	<p>means the organisations (including sub-contractors) delivering voice services to the Buyer under the following contracts:</p> <ul style="list-style-type: none"> • EUCS (End User Compute Services, between the Buyer and Atos IT Services UK Limited) • VVI (Voice, Video and Integrated Services, between the Buyer and Vodafone Limited) • Any other relevant contract(s) notified to the Supplier by the Buyer from time to time.
Fixed Price	means a price that will not change after it is agreed
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation

Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a SubContractor's supply chain
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

Framework	means the framework agreement reference RM6100 between the Supplier and CCS
Future Services	Any future services provided by the Supplier, to the Buyer that fall outside the scope of this Contract
Future Voice Services	Operational voice services after being transitioned from the Preceding Voice Services
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
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	means the standards, practices, methods and procedures which conform to the Law; and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
Guarantee	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Schedule S8 (Guarantee) where used
Guarantor	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer
High-Level Designs	Means designs which provides an architectural overview of the entire system, including the identification of the main components and interfaces
Implementation Plan	means the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 3 of Schedule S1 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance

	with Paragraph 4 of Schedule S1 (Implementation Plan) where used, from time to time.
Incidents	A Service Incident and/or a Security Incident
Indemnified Person	means the Buyer and each and every person to whom the Buyer (or any direct or indirect sublicensee of the Buyer) sublicenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000

Independent Control	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly
Initial Term	means a period from the Commencement Date as specified in the Order Form
Insolvency Event	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> (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 is made either for the appointment of an administrator or for an administration order,

	<p>an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(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</p> <p>(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction</p>
Intellectual Property Rights or IPR	<p>means:</p> <p>(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 names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
Internet Protocol (IP)	means the set of standards governing the format of data sent via the internet or local network
IPRs Claim	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract
IT	means information technology

IT Environment	means the Buyer System and the Supplier System
ITSM Toolset	the IT service management system operated and provided by the Buyer and or Supplier for management of its services, including the Services and services provided by Other Suppliers
ICT Policy	means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing
Key Milestone	the Milestones identified in the Implementation Plan as key milestones, in respect of which Delay Payments may be payable if the Supplier fails to Achieve the Milestone Date in respect of such Milestone
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor
Key Sub-Contractor	means any Sub-Contractor: <ul style="list-style-type: none"> (a) listed as such in the Order Form; (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; 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 Charges forecast to be payable under this Contract
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;

Knowledge Articles	means the core set of knowledge resources Buyer's staff and End Users use. Knowledge articles will make searchability and readability easy and enable the reader to diagnose and resolve effectively the issue they are facing;
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Knowledge Transfer	means the process of transferring relevant knowledge from one group to another
Knowledge Transfer Plan	means the plan associated with Knowledge Transfer
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 the 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 Buyer for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software
Losses or Loss	means all losses, liabilities, damages, costs, fines, 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

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
Maximum Contract Period	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot
Milestone	means an event or task described in the Implementation Plan which, if applicable, shall 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 Delivery Plan	has meaning given to it in the Order Form
Milestone Payment	means a payment identified in Schedule 2 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate
Milestone Achievement Certificate	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule S2 (Testing Procedures)
Mobilisation	means the activities that take place to Achieve Milestone M1

MoJ Minimum Data Standards	As defined in the Standard Schedule
New Releases	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
Non-trivial Customer Base	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor
Object Code	means software and/or data in machine-readable, compiled object code form
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source
Operating Environment	means the Buyers infrastructure, hardware, software and systems and the sites
Operational Service	means the completion of Early Life Support exit criteria, service acceptance criteria and documented transfer of
	operational site support from the Supplier to through life operational support providers (Buyer or Other Buyer Suppliers)

Operational Service Commencement Date	in relation to an Operational Service, the later of: (a) the date identified in the Implementation Plan upon which the Operational Service is to commence; and (b) where the Implementation Plan states that the Supplier must have Achieved the relevant Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant Milestone;
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
Other Supplier	any supplier to the Buyer (other than the Supplier) which is notified to the Supplier from time to time;
Outline Implementation Plan	the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used)
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the "Parties")
Personal Data	has the meaning given to it in the GDPR
Personal Data Breach	has the meaning given to it in the GDPR
Post Go Live Report	has the meaning given to it in Statement of Requirements, 2.1.5

Preceding Voice Services	Means the services provided by the incumbent FITS Voice Supplier(s).
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Problem Management	means the process responsible for managing the lifecycle of all problems
Processing	has the meaning given to it in the GDPR and “Process” and “Processed” shall be interpreted accordingly
Processor	has the meaning given to it in the GDPR
Processor Personnel	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract
Product Description	defines the key information that should be included in a Documentary Deliverable, as well as the format that should be used and how the Documentary Deliverable will be approved

Prohibited Acts	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> 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 Contract; or (c) committing any offence: <ul style="list-style-type: none"> 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 (d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or (e) 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 Closure Report	<p>means the final transition Deliverable for a project and is used for senior management to assess the success of the Transition. The closure report records the final project sign off from the sponsor, assesses success, and</p>

	<p>initiates a number of activities to identify and share best practices for future transition projects</p>
Project Test Strategy / Test Strategy	<p>has the meaning given in S2 (Testing Procedures)</p>
Protective Measures	<p>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 the such measures adopted by it</p>

Protective Monitoring	means a process of observing network activity and monitoring potentially malicious behaviour in accordance with National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF)
Public Switched Telephony Network (PSTN)	means the public switched telephony network, operated by local, national and international telephony operators for the purposes of connecting voice calls
Quality Criteria	the criteria for Approval by the Buyer of a Documentary Deliverable, including any criteria set out in the Product Description for that Documentary Deliverable
Quality Plans	has the meaning given in Clause 7.1
RACI / Initial RACI	means Responsible, Accountable, Consulted, Informed in the context of delivery of the -service
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process
Rectification Plan Process	means the process set out in Clauses 31.3 to 31.8
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
Relevant IPRs	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to
	which the Supplier has provided access) to the Buyer or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier NonCOTS Software, the Supplier NonCOTS Background IPRs, the Third Party NonCOTS Software and the Third Party NonCOTS IPRs but excluding any IPRs in the Buyer Software, the Buyer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs

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 pursuant to section 9 of the Bribery Act 2010
Reminder Notice	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time
Replacement Services	means the services provided the Replacement Voice Supplier(s), to replace the services provided by the FITS Voice Supplier(s)
Replacement Voice Supplier(s) / Replacement Supplier	means any third-party service provider of Replacement Services appointed by the Buyer from time to time (or where the Buyer is providing replacement Services for it's own account, the Buyer);
Request for Change	means 'request for change' as defined in ITIL v4 and as may be more particularly described in the Buyer's change management process
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
Risk Register	means the register of risk and contingencies that have been identified by the Parties, a copy of which is set out in Part D of Attachment 2 of the Order Form
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: (a) identity of the Controller and Processor;

	(b) subject matter of processing; (c) duration of the processing; (d) nature and purposes of the processing; (e) type of Personal Data being Processed; (f) categories of Data Subject; and (g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
Service Catalogue	means the product and services catalogue, that details products and services that can be ordered by the Buyer
Service Charges	means the periodic payments made in accordance with Schedule 2 (Charges and Invoicing) in respect of the supply of the Services
Service Design Package	means the document that the Supplier shall produce that defines how they will meet the service requirements, changes to the Service Design Package' must be completed within one (1) month of agreement to the changes by the Buyer
Service Management "Service Management Requirements"	Means the specifications of a service developed by the Buyer to meet the implementation and management of their IT services and their operational business needs.
Service Owner	means a member of the Buyer's staff appointed by the Buyer to perform the function of overall management of the Buyer's services
Service Period	means the time period to which the relevant Charge(s) relate;

Service Recipient	has the meaning given in Schedule S11 (Service Recipients)
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form

Session Border Appliance (SBA)	means a device for the purpose of regulating real time IP communication at a local site for the purposes of supporting local survivability and resilience
Session Border Controller (SBC)	means a device for the purpose of regulating real time IP communication at network borders
Session Initiation Protocol (SIP)	means the signalling protocol for initiating, maintaining, and terminating communication sessions that include voice, video and messaging applications.
Site Complexity	means the logical grouping of sites based on the services provided by the FITS Voice Supplier(s) and defined in the Buyer Site Matrix
Site Transition Notice	means the Supplier will notify the Buyer in writing, once a Buyer Site has been transitioned, to trigger a Site Transition Certificate being issued by the Buyer
Site Type	means the logical grouping of sites based on the services provided by the FITS Voice Supplier(s) and defined in the Buyer Site Matrix
Site Type – Complex	as defined in the Buyer Site Matrix
Site Type – Enhanced	as defined in the Buyer Site Matrix

Site Type - Standard	as defined in the Buyer Site Matrix
Site Type Rate	means the associated cost to deliver each of the Site Type, as documented in Part B – Service Charges and Project Charges of Schedule 2 (Charges and Invoicing)
Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Services and/or Deliverables are (or are to be) provided; or
	(b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form
SLAs	Acronym – Service Level Agreement. ITIL definition is an agreement between an IT service provider and a customer. A service level agreement describes the IT service, documents service level targets, and specifies the responsibilities of the IT service provider and the customer. A single agreement may cover multiple IT services or multiple customers. See also operational level agreement.
Software	means the Specially Written Software, Supplier Software and Third-Party Software
Software Supporting Materials	has the meaning given in Clause 21.1.2
Solution Design	means a design that describes and depicts the components, architecture, integration mechanisms, and how the functional and non-functional requirements are addressed by the Supplier solution

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 Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test 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 Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract
Specific Change in Law	means a Change in Law that relates specifically to the business of the Buyer, and which would not affect a Comparable Supply

Standards	means any standards set out or referred to in these Call Off Terms (if any), the Order Form, the SoWs and the Framework
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof

Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
Subprocessor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract
Supplier	means the entity identified as such in the Order Form
Supplier Background IPRs	<p>means</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights owned by the Supplier before the 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 Contract, <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software</p>

Supplier COTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that:</p> <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
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Supplier COTS Software	<p>means Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Equipment	<p>means the hardware, computer and telecoms devices and equipment used by the Supplier or its SubContractors (but not hired, leased or loaned from the Buyer) for the provision of the Services</p>
Supplier NonCOTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs</p>
Supplier NonCOTS Software	<p>means Supplier Software that is not Supplier COTS Software</p>
Supplier Personnel	<p>means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the SubContractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract</p>
Supplier Representative	<p>means the representative appointed by the Supplier (as may be changed from time to time in accordance with Clause 28.3, the details of which as at the Commencement Date are set out in the Order Form</p>
Supplier Software	<p>software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by</p>
	<p>the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form</p>

Supplier System	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System)
Target Voice Solution(s)	Voice Solution(s) to be provided by the Replacement Suppliers to meet the Buyer's requirements
Technical Design Authority	means the governance forum, and its related procedures, relevant to technical design
Technical Designs	means a design that describes and depicts the components, architecture, integration mechanisms, and how the functional and non-functional requirements are addressed by the Supplier solution
Tender	means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18
Termination Assistance Period	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 Services
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 Contract (or any part thereof) on a specified date and setting out the grounds for termination
Test and Testing	means any tests required to be carried out under this Contract, as further described in Schedule S2 (Testing Procedure) where used and " Tested " shall be construed accordingly
Test Issues	has the meaning given in Schedule S2 (Testing Procedures) where used

Test Schedule	means a list of activities or tasks of the test process, identifying their intended start and finish dates / times, and interdependencies
Test Success Criteria	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedure)
Third Party Beneficiary	has the meaning given in Clause 52.1
Third Party COTS IPRs	means Third Party IPRs that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base
Third Party COTS Software	means Third Party Software (including open source software) that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
Third Party IPRs	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 NonCOTS IPRs	means Third Party IPRs that are not Third-Party COTS IPRs
Third Party NonCOTS Software	means Third Party Software that is not Third-Party COTS Software

Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form
Time and Materials	means the payment mechanism by which the Buyer agrees to pay the Supplier based upon time spent to perform the work, and the costs incurred for any materials

Tranche	means a group of Buyer Site Cutovers organised by Site Type as defined by the Supplier in the Implementation Plan
Transition	means, as the context requires: (i) the transition from the Preceding Voice Services to the Operational Services in accordance with the Implementation Plan; or (ii) in the context of service management, the transition from one state to another
Transition Framework / Transition Framework Process	means the framework by which the Buyer ensures that each service transition is executed in a safe, controlled manner. The framework shall provide a repeatable methodology, the framework follows a gated approach which ensures that new, modified, or retired services meet the service requirements of the Buyer and defines a standardised methodology, using industry bestpractice to manage scope, risk, complexity, and change
Transition Requirements	means the requirements as described in the VIIP Statement of Requirements - Contract Finalisation v3

Transparency Reports	means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports)
Updates	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
Upgrades	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 Contract Period
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
Voice Contracts	the arrangements with Other Suppliers to provide Voice Services

Voice Services	means any services or related services provided by the Supplier, Other Suppliers or the Buyer in relation to a service which uses the internet and an IP network to route vocal conversations through digital channels
Voice Solution	has the meaning given in Target Voice Solution
Voice Technical Requirements	Reference to Transition Requirements document
Voice Transition	has the meaning given in Paragraph 2.1 of the Statement of Requirements.
Work Packages	a discrete element of project scope at the lowest level of each branch of the work breakdown structure. Collectively, the work packages specify all the work and products included in the project.
Worker	any one of the Supplier Personnel which the Buyer, 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 Services and/or Deliverables
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales

SCHEDULE 2 - CHARGES AND INVOICING

1. DEFINITIONS

In this Schedule 2, the following definitions shall apply:

“Delay Payment Rate”	has the meaning given in Paragraph 1.1.1 of Part C;
“Indexation” and “Index”	the adjustment of an amount or sum in accordance with Paragraph 3 of Part C;
“Reimbursable Expenses”	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <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 Buyer otherwise agrees in advance in writing; and(b) 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; and
“Supporting Documentation”	sufficient information in writing to enable the Buyer reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts.
“Milestone Retention”	<p>for each Milestone shall be calculated as follows:</p> <ul style="list-style-type: none">(a) where the Milestone Payment for the relevant Milestone is determined by reference to a fixed pricing mechanism or on a Time and Materials basis, 20% of the Milestone Payment for that Milestone;

(b) and in the case of a Key Milestone, prior to deduction from the Milestone Payment of any Delay Payment attributable to that Key Milestone and without taking account of any amount payable by the Supplier pursuant to Paragraph 1.2 of Part C (Adjustments to the Charges and Risk Register) of this Schedule 2 (Charges and Invoicing) ;

PART A – PRICING

1. FIXED PRICE CHARGES

- 1.1 The Milestone Payments and Service Charges due under this Contract are charged on a fixed price basis.
- 1.2 The Milestone Payments and Service Charges due under this Contract are set out in the respective tables in Annex A Part A (Milestone Payments and Delay Payments) and Part B (Service Charges).

2. TIME AND MATERIAL CHARGES

- 2.1 Where the Parties agree in writing that a particular Charge is to be calculated by reference to a Time and Materials pricing mechanism (e.g. pursuant to a Contract Change):
 - 2.1.1 the day rates set out in the table in Part C (Supplier Personnel Rate Card for Calculation of Time and Materials Charges) of Attachment 2 (Charges and Invoicing) of the Order Form shall be used to calculate the relevant Charges, provided that the Supplier (or its SubContractor) shall:
 - (a) not be entitled to include any uplift for risks or contingencies within its day rates;
 - (b) not be paid any Charges to the extent that they would otherwise exceed any cap on such Charges agreed in writing by the Parties unless the Supplier has obtained the Buyer's prior written consent. The Supplier shall monitor the amount of each Charge incurred in relation to the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed;
 - (c) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's

obligation to deliver the Services in a proportionate and efficient manner; and

2.1.2 the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer's request.

2.2 The Supplier shall be entitled to Index the rates set out in table in Part C (Supplier Personnel Rate Card for Calculation of Time and Materials Charges) of Annex A in accordance with Paragraph 3 of Part C of this Schedule 2 (Charges and Invoicing).

3. **REIMBURSEABLE EXPENSES**

3.1 Where:

3.1.1 Services are to be charged using the Time and Materials pricing mechanism; and

3.1.2 the Buyer so agrees in writing, the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

3.2 The Buyer shall provide a copy of its current expenses policy to the Supplier upon request.

3.3 Except as expressly set out in Paragraph 3.1, the Charges shall include all costs and expenses relating to the Deliverables, the Services and/or the Supplier's performance of its obligations under this Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:

3.3.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document and report reproduction, shipping, desktop and office equipment costs required by the Supplier Personnel, including network or data interchange costs or other telecommunications charges; or

3.3.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

PART B – CHARGING MECHANISMS

1. MILESTONE PAYMENTS

- 1.1 Subject to the provisions of Paragraph 1.2 of Part C of this Schedule 2 (Charges and Invoicing) in relation to the deduction of Delay Payments, provided the Buyer has issued a Milestone Achievement Certificate in respect of all previous Milestones, on the Achievement of a Key Milestone the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with that Milestone less the applicable Milestone Retention.
- 1.2 The Key payment Milestones are identified below, in accordance with S1 Implementation Plan:

[REDACTED]

1.3 Each invoice relating to a Milestone Payment shall be supported by a Milestone Achievement Certificate.

1.4 Note Milestone 7 relates to the completion of individual sites. Sites will be grouped into Tranches and the Supplier shall be entitled to invoice the Site Type Rate for the Site, (Annex A - Part B – Service Charges and Project, Site Type Rate Card), on completion of Gate 5, per tranche.

Release of Milestone Retentions

1.5 On Achievement of the Milestone 8 (Closure), the Supplier shall be entitled to invoice the Buyer for an amount equal to the sum of all Milestone Retentions that relate to Milestones identified in the Implementation Plan for which a Milestone Achievement Certificate has been issued and have been paid before Achievement of such Milestone 8 (Closure) less any Delay Payments deducted in accordance with Paragraph 1.2 of Part C of this Schedule 2 (Charging and Invoicing).

2. SERVICE CHARGES

2.1 Service Charges shall be invoiced by the Supplier for each Service Period in arrears in accordance with the requirements of Part D of this Schedule 2 (Charges and Invoicing).

2.2 If a Service Charge:

2.2.1 commences on a day other than the first day of a month; and/or

2.2.2 ends on a day other than the last day of a month, the Service Charge for the relevant Service Period shall be pro-rated based on the proportion which the number of days in the month for which the Service is provided bears to the total number of days in that month.

PART C – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. DELAY PAYMENTS

1.1 If a Milestone has not been Achieved on or before the relevant Milestone Date, the Supplier shall pay a Delay Payment to the Buyer in respect of that Milestone, unless due to Buyer Cause, a Force Majeure Event or where caused by an Other Supplier. Delay Payments shall accrue:

1.1.1 at the daily rate (the “**Delay Payment Rate**”) set out in the Milestone Payment table in Part A (Milestone Payments and Delay Payments) of Annex A of this Schedule 2;

1.1.2 from (but excluding) the relevant Milestone Date to (and including) the earlier of:

- (a) the date on which the Milestone is Achieved;
- (b) the expiry of the Delay Deduction Period; and

1.1.3 on a daily basis, with any part day’s Delay counting as a day.

1.2 Where the Supplier serves a notice of Delay in achieving a Milestone, the Supplier shall, within five (5) Working Days of the date the notice is served:

1.2.1 pay to the Buyer in cleared funds on account of the relevant Delay Payment (but subject always to Paragraph 1.3) an amount equal to 10 days of Delay Payments in accordance with paragraph 1.4, calculated at the applicable Delay Payment Rate; and

1.2.2 issue a credit note to the Buyer in respect of the relevant amount.

Failure to make payment within ten (10) Working Days of the Supplier’s notice shall invalidate the notice.

1.3 Any amounts paid to the Buyer pursuant to Paragraph 1.2 shall not be refundable to the Supplier in any circumstances, including where a Delay as referred to in the Supplier’s notice:

1.3.1 does not occur; or

1.3.2 does occur but continues for fewer days during the relevant Delay Deduction Period than the number of days referred to in Paragraph 1.2.

1.4 The Parties agree that Delay Payments calculated in accordance with the applicable Delay Payment Rates are in each case a genuine pre-estimate of the Losses which the Buyer will incur as a result of any failure by the Supplier to Achieve the relevant Milestone by the Milestone Date. Delay Payment Rates are stated exclusive of VAT.

1.5 The Delay Payment in respect of a Milestone (net of any payment made in respect of that Milestone pursuant to Paragraph 1.3) shall be shown as a deduction from the amount due from the Buyer to the Supplier in the next invoice due to be issued by the Supplier after the date on which the relevant

Milestone is Achieved or the expiry of the Delay Deduction Period (as the case may be). If the relevant Milestone is not Achieved by the expiry of the Delay Deduction Period and no invoice is due to be issued by the Supplier within ten (10) Working Days of expiry of the Delay Deduction Period, then the Supplier shall within ten (10) Working Days of expiry of the Delay Deduction Period:

- 1.5.1 issue a credit note to the Buyer in respect of the total amount of the Delay Payment in respect of the Milestone (net of any payment made in respect of the Milestone pursuant to Paragraph 1.2); and
- 1.5.2 pay to the Buyer as a debt a sum equal to the total amount of the Delay Payment in respect of the Milestone together with interest on such amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from (and including) the due date up to (but excluding) the date of actual payment, whether before or after judgment.

2. CHANGES TO CHARGES

- 2.1 Any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 5 (Change Control Procedure).
- 2.2 The Buyer may request that any Impact Assessment (as defined in Schedule 5 (Change Control Procedure)) presents Charges without Indexation for the purposes of comparison.

3. INDEXATION

- 3.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 3 to reflect the effects of inflation. For the avoidance of doubt, Milestone Payment amounts shall not be subject to Indexation.
- 3.2 Where Indexation applies, the relevant adjustment shall be:
 - 3.2.1 applied on the first day of the second April following the Commencement Date and on the first day of April in each subsequent year (each such date an “adjustment date”); and
 - 3.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.
- 3.3 Except as set out in this Paragraph 3, neither the 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.

4. RISK REGISTER

The Parties shall review the Risk Register set out in Part D (Risk Register) of Attachment 2 (Charges and Invoicing) of the Order Form from time to time and as otherwise required under Schedule 7 (Governance).

PART D – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER

1. SUPPLIER INVOICES

1.1 The Buyer shall accept for processing any Electronic Invoice that complies with any standards required by this Contract or otherwise agreed in writing by the Parties, provided that it is valid and undisputed.

1.2 If the Supplier proposes to submit for payment an invoice that does not comply with such agreed standards the Supplier shall comply with the requirements of the Buyer's e-invoicing system. In the alternative the Supplier shall:

1.2.1 prepare and provide to the Buyer for approval of the format a template invoice within ten (10) Working Days of the Commencement Date which shall include, as a minimum, the details set out in Paragraph 1.2.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and

1.2.2 make such amendments as may be reasonably required by the Buyer if the template invoice outlined in (1.2.1) is not approved by the Buyer.

1.2.3 The Supplier shall ensure that each invoice contains the following information:

- (a) the date of the invoice;
- (b) a unique invoice number;
- (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
- (d) the correct reference for this Contract;
- (e) the reference number of the purchase order to which it relates (if any);
- (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- (g) a description of the Services;
- (h) the pricing mechanism used to calculate the Charges (such as Fixed Price, Time and Materials etc.);
- (i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
- (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;

- (k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - (l) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
 - (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
 - (o) where the Services have been structured into separate Service lines, the information at (1.2.3(a)) to (1.2.3(n)) of this paragraph 1.2.3 shall be broken down in each invoice per Service line; and
 - (p) and any other information reasonably required by the Buyer.
- 1.3 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements of Part B of Schedule 2 (Charges and Invoicing).
- 1.4 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.5 The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system (as notified to the Supplier) or if that is not possible to the address or email set out in the Order Form with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.6 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.7 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Part D. Where any invoice does not conform to the Buyer's requirements set out in this Part D, the Buyer shall promptly return the disputed invoice to the Supplier and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

2. PAYMENT TERMS

- 2.1 Subject to the relevant provisions of this Schedule 2 (Charges and Invoicing), the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed.

2.2 Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.

Annex A

Part A – Milestone Payments and Delay Payments

[REDACTED]

Part B – Service Charges and Project Charges

[REDACTED]

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

[REDACTED]

SCHEDULE 3 - SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

The Schedule 3 - Service Levels, Service Credits and Performance Monitoring does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

Service requirements are included in VIIP Statement of Requirements

If deemed necessary by the Buyer, the Buyer will include appropriate SLAs and KPIs for the contract during M1 Mobilisation and Initiation, subject to the Supplier's agreement in accordance with the Change Control Procedure; and developing appropriate SLAs and KPIs for a specific Milestone as part of the Milestone Delivery Plan development for that Milestone then these will be incorporated into S1 Implementation Plan, subject to the Supplier's agreement in accordance with the Change Control Procedure.

SCHEDULE 4 - DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

In this Schedule 4, the following definitions shall apply:

“CEDR” the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 1 Paternoster Lane, St. Paul’s, London, EC4M 7BQ;

“Counter Notice” has the meaning given in Paragraph 7.2;

“Expert” in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 to act as an expert in relation to that Dispute;

“Expert determination by an Expert in accordance with Determination” Paragraph 6;

“Expedited Dispute timetable set out in Paragraph 3; Timetable”

“Mediation Notice” has the meaning given in Paragraph 4.2;

“Mediator” the independent third party appointed in accordance with Paragraph 5.2 to mediate a Dispute;

“Multi-Party Dispute” a Dispute which involves the Parties and one or more Related Third Parties;

“Multi-Party Dispute has the meaning given in Paragraph 9.7; Representatives”

“Multi-Party Dispute has the meaning given in Paragraph 9.7; Resolution Board”

“Related Third a party to:

Party(ies)”

(a) another contract with the Buyer or the Supplier which is relevant to this Contract; or

(b) a Sub-Contract; and

“Supplier Request” a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

2. DISPUTE NOTICES

2.1 If a Dispute arises then:

2.1.1 the Buyer Representative and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

- (a) the material particulars of the Dispute;
- (b) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- (c) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 9.2 and 9.3 that the Party issuing the Dispute Notice has determined (in the case of the Buyer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 2.3 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2, then:

2.3.1 if it is served by the Buyer it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request, and in each case the provisions of Paragraph 9 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2 and so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first by commercial negotiation (as prescribed in Paragraph 4);

2.4.2 then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 5); and

2.4.3 lastly by recourse to arbitration (as prescribed in Paragraph 7) or litigation (in accordance with Clause 55).

2.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 6) where specified under the provisions of this Contract and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 6.1.

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Contract regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice or proceedings under Paragraph 8.

3. EXPEDITED DISPUTE TIMETABLE

3.1 In exceptional circumstances where the use of the times in this Schedule 4 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 the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Buyer.

3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

3.2.1 in Paragraph 4.2.3, ten (10) Working Days;

3.2.2 in Paragraph 5.2, ten (10) Working Days;

3.2.3 in Paragraph 6.2, five (5) Working Days; and

3.2.4 in Paragraph 7.2, ten (10) Working Days.

3.3 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. If the Parties fail to agree within two (2) Working Days after the deadline has passed, the Buyer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs (or two (2) Working Days in the case of Paragraph 6.2). Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Buyer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

4. COMMERCIAL NEGOTIATION

4.1 Following the service of a Dispute Notice, then, so long as the Buyer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Buyer and the Supplier shall make reasonable endeavours to resolve the Dispute as soon as possible by commercial negotiation between the Buyer's Representative and the Supplier's Representative, or such other individual as may be notified by a Party to the other Party from time to time.

4.2 If:

4.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;

4.2.2 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 negotiation in accordance with this Paragraph 4;
or

4.2.3 the Parties have not settled the Dispute in accordance with Paragraph 4.1 within thirty (30) Working Days of service of the Dispute Notice,

4.2.4 either Party may serve a written notice to proceed to mediation in accordance with Paragraph 5 (a "**Mediation Notice**").

5. MEDIATION

- 5.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with the version of CEDR's Model Mediation Procedure which is current at the time the Mediation Notice is served (or such other version as the Parties may agree).
- 5.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 5.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both 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.
- 5.4 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 Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

6. EXPERT DETERMINATION

- 6.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an IT, accounting or financing nature and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 4 or, if applicable, mediation in accordance with Paragraph 5, then either Party may by written notice to the other request (agreement to which request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.
- 6.2 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 of the relevant request made pursuant to Paragraph 6.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:
- 6.2.1 if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
- 6.2.2 if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- 6.2.3 if the Dispute relates to a matter of a technical nature not falling within Paragraphs 6.2.1 or 6.2.2, on the instructions of the president (or equivalent) of:
- (a) an appropriate body agreed between the Parties; or
 - (b) if the Parties do not reach agreement on the relevant body within fifteen (15) Working Days of the relevant request made

pursuant to Paragraph 6.1, such body as may be specified by the President of the Law Society on application by either Party.

6.3 The Expert shall act on the following basis:

- 6.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- 6.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- 6.3.3 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;
- 6.3.4 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;
- 6.3.5 the process shall be conducted in private and shall be confidential; and
- 6.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

7. **ARBITRATION**

7.1 Subject to compliance with its obligations under Paragraph 4.1 and to the provisions of Paragraph 6, the Buyer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of Paragraph 7.5.

7.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Buyer of its intentions and the Buyer 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 7.5 or be subject to the exclusive jurisdiction of the courts of England and Wales. The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

7.3 If the Buyer serves a Counter Notice, then:

7.3.1 if the Counter Notice requires the Dispute to be referred to arbitration, the provisions of Paragraph 7.5 shall apply; or

7.3.2 if the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the Supplier shall not commence arbitration proceedings.

7.4 If the Buyer does not serve a Counter Notice within the fifteen (15) Working Day period referred to in Paragraph 7.2, the Supplier may either commence arbitration proceedings in accordance with Paragraph 7.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.

7.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 7.1 to 7.4:

7.5.1 the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to Paragraphs 7.5.5, 7.5.6 and 7.5.7);

7.5.2 the arbitration shall be administered by the LCIA;

7.5.3 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 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;

7.5.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) Working 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;

7.5.5 the chair of the arbitral tribunal shall be British;

7.5.6 the arbitration proceedings shall take place in London and in the English language; and

7.5.7 the seat of the arbitration shall be London.

8. URGENT RELIEF

8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

8.1.1 for interim or interlocutory remedies in relation to this Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

8.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

9. MULTI-PARTY DISPUTES

9.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the "**Multi-Party Dispute Resolution Procedure**").

9.2 If at any time following the issue of a Dispute Notice, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then the Buyer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Buyer's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "Multi-Party Procedure Initiation Notice".

9.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Expert Determination or to arbitration in accordance with Paragraph 7, the Supplier has reasonable grounds to believe that the matters giving rise to the

Dispute have been contributed to by one or more Related Third Parties, the Supplier may serve a Supplier Request on the Buyer.

9.4 The Buyer shall (acting reasonably) consider each Supplier Request and shall determine within 5 Working Days whether the Dispute is:

9.5 a Multi-Party Dispute, in which case the Buyer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

9.5.1 not a Multi-Party Dispute, in which case the Buyer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 3 to 8.

9.6 If the Buyer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

9.7 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the “Multi-Party Dispute Resolution Board”) comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:

9.7.1 the Buyer;

9.7.2 the Supplier;

9.7.3 each Related Third Party involved in the Multi-Party Dispute; and

9.7.4 any other representatives of any of the Parties and/or any Related Third Parties whom the Buyer considers necessary, (together “**Multi-Party Dispute Representatives**”).

9.8 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

9.8.1 the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall use their best endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;

9.8.2 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

9.8.3 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on

the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

9.9 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

9.9.1 either Party may serve a Mediation Notice in respect of the MultiParty Dispute in which case Paragraph 5 shall apply;

9.9.2 either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 6 shall apply; and/or

9.9.3 subject to Paragraph 0, Paragraph 7 shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 7 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Buyer or the Supplier may discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

SCHEDULE 5 - CHANGE CONTROL PROCEDURE

PART A – SHORT FORM CHANGE CONTROL PROCEDURE

Not Used.

PART B – LONG FORM CHANGE CONTROL PROCEDURE

1. DEFINITIONS

In this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), the following definitions shall apply:

“Buyer Change Manager” the person appointed to that position by the Buyer from time to time and notified in writing to the Supplier or, if no person is notified, the Buyer Representative;

“Change Note”

Authorisation an authorisation note setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);

“Change Request”	a written request for a Contract Change which shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Change Communication”	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure);
“Contract Change”	any change to this Contract other than an Operational Change;
“Fast-track Change”	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8;
“Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 5;
“Impact Assessment”	Assessment has the meaning given in Paragraph 4.3; Estimate”
“Operational Change”	any change in the Supplier's operational procedures which in all respects, when implemented: <ul style="list-style-type: none"> (a) will not affect the Charges and will not result in any other costs to the Buyer; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Buyer's IT infrastructure; and (d) will not require a change to this Contract;
“Receiving Party”	the Party which receives a proposed Contract Change;
“RFOC”	has the meaning given in Paragraph 9.2; and
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Buyer or, if no person is notified, the Supplier Representative.

2. GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

2.1 This Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) sets out the procedure for dealing with Changes.

- 2.2 Operational Changes shall be processed in accordance with Paragraph 9. If either Party is in doubt about whether a Change falls within the definition of an Operational Change, then it must be processed as a Contract Change.
- 2.3 The Parties shall deal with Contract Change as follows:
- 2.3.1 either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4;
 - 2.3.2 unless this Contract otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 5 before the Contract Change can be either approved or implemented;
 - 2.3.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6;
 - 2.3.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 7;
 - 2.3.5 save as otherwise provided in this Contract, no proposed Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2; and
 - 2.3.6 if a proposed Contract Change is a Fast-track Change, it shall be processed in accordance with Paragraph 8.
- 2.4 To the extent that any Contract Change requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Schedule S2 (Testing Procedures) where used, and, where appropriate, the Change Authorisation Note relating to such a Contract Change shall specify Milestones and Milestone Date(s) in respect of such Contract Change for the purposes of such procedures.
- 2.5 Until a Change Authorisation Note has been signed and issued by the Buyer in accordance with Paragraph 6.2, then:
- 2.5.1 unless the Buyer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract Change did not apply; and
 - 2.5.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Contract.
- 2.6 The Supplier shall:
- 2.6.1 within 10 Working Days of the Buyer's signature and issue of a Change Authorisation Note, deliver to the Buyer a copy of this Contract updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and

2.6.2 thereafter provide to the Buyer such further copies of the updated Contract as the Buyer may from time to time request.

3. COSTS

3.1 Subject to Paragraph 3.3:

3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and

3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Buyer shall not be required to pay any such costs if:

- (a) such costs are below the figure set out in Order Form;
- (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
- (c) such costs exceed those in the accepted Impact Assessment Estimate.

3.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and day rates or day costs (as applicable) set out in Schedule 2 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Impact Assessment that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

3.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

4. CHANGE REQUEST

4.1 Either Party may issue a Change Request to the other Party at any time during the Contract Period. A Change Request shall be substantially in the form of Annex 1 of this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure) and state whether the Party issuing the Change Request considers the proposed Contract Change to be a Fast-track Change.

4.2 If the Supplier issues the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable but in any event within 10 Working Days of the date of issuing the Change Request.

4.3 If the Buyer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Buyer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Buyer.

4.4 If the Buyer accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Buyer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received by the Buyer to fully understand:

4.4.1 the nature of the request for clarification; and

4.4.2 the reasonable justification for the request;

the time period to complete the Impact Assessment shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

5. IMPACT ASSESSMENT

5.1 Each Impact Assessment shall be completed in good faith and shall include:

5.1.1 details of the proposed Contract Change including the reason for the Contract Change;

5.1.2 details of the impact of the proposed Contract Change on the Services and the Supplier's ability to meet its other obligations under this Contract; and

5.1.3 any variation to the terms of this Contract that will be required as a result of that impact, including changes to:

- (a) the Services Specification and/or the Service Levels;
- (b) the Milestones, Implementation Plan and any other timetable previously agreed by the Parties;
- (c) other services provided by third party contractors to the Buyer, including any changes required by the proposed Contract Change to the Buyer's IT infrastructure;

5.1.4 details of the cost of implementing the proposed Contract Change;

5.1.5 details of the ongoing costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

5.1.6 a timetable for the implementation, together with any proposals for the testing of the Contract Change;

5.1.7 details of how the proposed Contract Change will ensure compliance with any applicable Change in Law; and

5.1.8 such other information as the Buyer may reasonably request in (or in response to) the Change Request.

- 5.2 If the Contract Change involves the processing or transfer of any Personal Data outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 34 (Protection of Personal Data).
- 5.3 Subject to the provisions of Paragraph 5.4, the Buyer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 6 within fifteen (15) Working Days of receiving the Impact Assessment.
- 5.4 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within ten (10) Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 5.4 until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 5.5 The calculation of costs for the purposes of Paragraphs 5.1.4 and 5.1.5 shall:
- 5.5.1 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 5.5.2 include full disclosure of any assumptions underlying such Impact Assessment;
 - 5.5.3 include evidence of the cost of any assets required for the Change; and
 - 5.5.4 include details of any new Sub-Contracts necessary to accomplish the Change.

6. BUYER'S RIGHT OF APPROVAL

- 6.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 5.4, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- 6.1.1 approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 6.2;
 - 6.1.2 in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 6.1.3 in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.4, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall

approve or reject the proposed Contract Change within ten (10) Working Days.

6.2 If the Buyer approves the proposed Contract Change pursuant to Paragraph 6.1 and it has not been rejected by the Supplier in accordance with Paragraph 7, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Change Authorisation Note shall constitute (or, where the Buyer has agreed to or required the implementation of a Change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Contract.

6.3 If the Buyer does not sign the Change Authorisation Note within ten (10) Working Days, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five (5) Working Days of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to Paragraph 3 of Schedule 4 (Dispute Resolution Procedure).

7. SUPPLIER'S RIGHT OF APPROVAL

7.1 Following an Impact Assessment, if:

7.1.1 the Supplier reasonably believes that any proposed Contract Change which is requested by the Buyer would:

- (a) materially and adversely affect the risks to the health and safety of any person; and/or
- (b) require the Services to be performed in a way that infringes any Law; and/or

7.1.2 the Supplier demonstrates to the Buyer's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and the Services Specification does not state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,

then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Buyer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 4.3.

8. FAST-TRACK CHANGES

8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

8.2 If:

8.2.1 the total number of Contract Changes in relation to which this Fasttrack Change procedure has been applied does not exceed 4 in any 12 month period; and

8.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed the figure set out in the Order Form and the proposed Contract Change is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

8.3 The Parties may agree in writing to revise the parameters set out in Paragraph 8.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

9. OPERATIONAL CHANGE PROCEDURE

9.1 Any Operational Changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Contract Changes provided they do not:

- 9.1.1 have an impact on the business of the Buyer;
- 9.1.2 require a change to this Contract;
- 9.1.3 have a direct impact on use of the Services; or
- 9.1.4 involve the Buyer in paying any additional Charges or other costs.

9.2 The Buyer may request an Operational Change by submitting a written request for Operational Change (“**RFOC**”) to the Supplier Representative.

9.3 The RFOC shall include the following details:

- 9.3.1 the proposed Operational Change; and
- 9.3.2 the time-scale for completion of the Operational Change.

9.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.

9.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

10. COMMUNICATIONS

For any Change Communication to be valid under this Part B (Long Form Change Control Procedure) of this Schedule 5 (Change Control Procedure), it must be sent to either the Buyer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 50 (Notices) shall apply to a Change Communication as if it were a notice.

11. CHANGE FUND

In the event that (i) the Buyer revokes access to a designated site; or (ii) Supplier is unable to access a designated site; on the agreed and arranged day and time of the visit, the Supplier shall be entitled to claim reasonable and substantiated costs incurred for that visit. The Buyer shall create a Purchase Order to allow the Supplier to invoice for such claims, substantiated by supporting information, provided that less than six (6) Working Days' notice in writing has been given by the Buyer of non-availability of access to the site.

In the event that the Buyer revokes access to the site, the Supplier shall be expected to reallocate resources.

12. RACI

Roles and responsibilities have been defined in the RACI, it is accepted that this document will update as the Supplier starts to interact with Other Suppliers. Any necessary changes to the RACI will be considered an Operational Change and agreed at a monthly review meeting between the Supplier and the Buyer.

ANNEX 1: Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (<i>OPTIONAL FIELD</i>):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

ANNEX 2: Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:

[KEY MILESTONE DATE: <i>[if any]</i>]	
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:	
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE CONTRACT CHANGE:	
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):	
SIGNED ON BEHALF OF THE BUYER:	SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

SCHEDULE 6 - TRANSPARENCY REPORTS

1. Within three (3) months from the Commencement Date the Supplier shall provide to the Buyer for approval (the Buyer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements specified in Annex A of this Schedule 6.
2. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for approval by the Buyer within five (5) days of receipt of any notice of rejection, taking account of any

recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included.

3. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Annex A of this Schedule 6.
4. Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under Paragraph 2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
5. The requirements in this Schedule 6 are in addition to any other reporting requirements in this Contract.

ANNEX A - TRANSPARENCY REPORTS

Title	Content/ <u>Definition</u>	Format	Frequency
[Performance]			
[Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

SCHEDULE 7 - GOVERNANCE

PART A – SHORT FORM GOVERNANCE

1. DEFINITIONS

In this Part A (Short Form Governance) of this Schedule 7 (Governance), the following definitions shall apply:

"Operational Board" the board established in accordance with Paragraph 2.1 of this Part A (Short Form Governance) of this Schedule 7 (Governance); and

"Project Manager" the manager appointed in accordance with Paragraph 2.1 of Part A (Short Form Governance) of this Schedule 7 (Governance).

2. PROJECT MANAGEMENT

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

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

2.3 Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in Part A of Attachment 8 (Governance) of the Order Form.

3. ROLE OF THE SUPPLIER CONTRACT MANAGER

3.1 The Supplier's Contract Manager's shall be:

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

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

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

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

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

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

4. ROLE OF THE OPERATIONAL BOARD

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Part A of Attachment 8 (Governance) of the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board

meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. CONTRACT RISK MANAGEMENT

5.1 The Parties shall:

- 5.1.1 subject to the Change Control Procedure, accept or reject new risks proposed for inclusion in the Risk Register;
- 5.1.2 agree which risks to close on the Risk Register; and
- 5.1.3 identify risks relating to or arising out of the performance of the Services and provisional owners of these risks.

5.2 The Supplier will maintain the Risk Register in relation to the risks relating to this Contract which the Buyer's and the Supplier have identified and shall submit this to the Buyer for the Buyer's review.

6. CONTRACT MANAGEMENT MECHANISMS

6.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

6.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

- 6.2.1 the identification and management of risks; 6.2.2 the identification and management of issues; and
- 6.2.3 monitoring and controlling project plans.

6.3 The Risk Register shall be updated by the Supplier and submitted to the Buyer for review in accordance with Paragraph 5.2 above.

7. RELATIONSHIPS WITH OTHER SUPPLIERS

[REDACTED]

PART B – LONG FORM GOVERNANCE

Not used.

SCHEDULE 8 - FINANCIAL DISTRESS

1. DEFINITIONS

In this Schedule 8 (Financial Distress), the following definitions shall apply:

"Credit Threshold"	Rating	the minimum credit rating level for the Monitored Company as set out in Part A of Attachment 7 (Financial Distress) of the Order Form;
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"Financial Event"	Distress	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Sub-Contractor (where applicable) notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; oriv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company;
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in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance delivery of the Services in accordance with this Contract;

"Financial Service Continuity Plan" **Distress** a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs;

"Monitored Company" Supplier, Guarantor (if any) or any Key SubContractor; and

"Rating Agencies" the rating agencies set out in Part B of Attachment 7 (Financial Distress) of the Order Form.

2. WARRANTIES AND DUTY TO NOTIFY

2.1 The Supplier warrants and represents to the Buyer that as at the Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Part B of Attachment 7 (Financial Distress) of the Order Form.

2.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

2.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Buyer within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Buyer (such requests not to exceed four (4) in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by Buyer. For these purposes the "quick ratio" on any date means:

where:

$$\frac{A + B + C}{D}$$

A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;

B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;

C is the value at the relevant date of all account receivables of the Monitored; and

D is the value at the relevant date of the current liabilities of the Monitored Company.

2.4 The Supplier shall:

2.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial

Distress Event and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

3. CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

3.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.

3.2 In the event that a Financial Distress Event arises due to a Key Sub-Contractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 3.3 without first giving the Supplier ten (10) Working Days to:

3.2.1 rectify such late or non-payment; or

3.2.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.

3.3 The Supplier shall and shall procure that the other Monitored Companies shall:

3.3.1 at the request of the Buyer, meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with this Contract; and

3.3.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 3.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Services in accordance with this Contract:

(a) submit to the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as the Buyer may reasonably require.

3.4 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent

(as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is approved by the Buyer or referred to the Dispute Resolution Procedure under Paragraph 3.5.

3.5 If the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

3.6 Following approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:

3.6.1 on a regular basis (which shall not be less than monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Services in accordance with this Contract;

3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its approval, and the provisions of Paragraphs 3.5 and 3.6 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and

3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.6.

4. TERMINATION RIGHTS

4.1 The Buyer shall be entitled to terminate this Contract for material Default if:

4.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.4;

4.1.2 the Parties fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or

4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6.3.

5. PRIMACY OF CREDIT RATINGS

5.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

5.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and

5.1.2 the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3.2(b).

ANNEX – RATING AGENCIES

[REDACTED]

SCHEDULE 9 - SOFTWARE

The Schedule 9 - Software does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

SCHEDULE 10 - EXIT MANAGEMENT

[REDACTED]

1. DEFINITIONS

2. [NOT USED]

3. **SUPPLIER MUST ALWAYS BE PREPARED FOR CONTRACT EXIT** 4. [NOT USED]

5.

6. ASSISTING RE-COMPETITION FOR SERVICES

7. [NOT USED]

8. EXIT PLAN

4.1 The Exit Plan shall set out, as a minimum a detailed description of both the transfer and cessation processes, including

4.1.1 a timetable;

4.1.2 proposals for the training of key members of the Buyer's staff in connection with the continuation of the provision of the Services following the termination or expiry of this Contract;

- 4.1.3 proposals for providing the Buyer copies of all documentation relating to the use and operation of the Services and required for their continued use;
- 4.1.4 proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
- 4.1.5 proposals for the disposal of any redundant Deliverables and materials;
- 4.1.6 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.1.7 any other information or assistance reasonably required by the Buyer

9. TERMINATION ASSISTANCE

10. [NOT USED]

11. TERMINATION ASSISTANCE PERIOD

12. [NOT USED]:

13.

14. OBLIGATIONS WHEN THE CONTRACT IS TERMINATED

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

- 15.** Upon termination, partial termination or expiry of this Contract (Clause 35), the Supplier shall:

- 16.** 7.1.1. vacate any Buyer Premises;

- 17.** 7.1.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the 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;

- 18.** 7.1.3 provide access during normal working hours to the Buyer for up to twelve (12) months after expiry or termination to:

(a) such information relating to the 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 Services and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.2 Where the Buyer exercises rights of Partial Termination pursuant to Exit Clause 35.3 .1 in the core terms, the provisions of this Framework Schedule 10 Exit shall apply.

19. ASSETS, SUB-CONTRACTS AND SOFTWARE

20. Following notice of termination of this Contract, the Supplier shall not, without the Buyer's prior written consent:

21. 8.1 terminate, enter into or vary any Sub-Contract or license for any software in connection with the Services; or

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

22. NO CHARGES

23. Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule 10.

24.

25. DIVIDING THE BILLS

26. [NOT USED]:

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

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
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ALTERNATIVE CLAUSES

Scots Law

Northern Ireland Law

Joint Controller Clauses

ADDITIONAL CLAUSES AND SCHEDULES

SCHEDULES

- S1 Implementation Plan**
- S2 Testing Procedures**
- S3 Security Requirements (either Part A or Part B)**
- S4 Staff Transfer**
- S5 Benchmarking**
- S6 Business Continuity and Disaster Recovery**
- S7 Continuous Improvement**
- S8 Guarantee**
- S9 MOD Terms**
- S10 Project Requests**
- S11 Service Recipients**
- S12 Corporate Social Responsibility**
- S13 Buyer Responsibilities**

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S14 Standards

CLAUSES

C1 Relevant Convictions

C2 Security Measures

C3 Collaboration Agreement

(Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

ADDITIONAL CLAUSES AND SCHEDULES - CLAUSES C1

1. RELEVANT CONVICTIONS

1.1 For the purposes of this Clause, the following definitions shall apply:

“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; and

“Relevant Conviction” means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

1.2 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 Services without the approval of the Buyer.

CLAUSES AND SCHEDULES

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1.3 Notwithstanding Clause 1.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

1.3.1 carry out a check with the records held by the Department for Education (DfE);

1.3.2 conduct thorough questioning regarding any Relevant Convictions;

1.1.3 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 Services any person who has a Relevant Conviction or an inappropriate record. The Supplier shall comply with the [National security clearance for contractors/agency staff - Ministry of Justice HQ Intranet](#). This is shown at Appendix A below and can also be obtained as a separate document from the Buyer

C2 SECURITY MEASURES NOT

IN USE

C3**1. COLLABORATION AGREEMENT**

The C3 Collaboration Agreement does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

ALTERNATIVE CLAUSES

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

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SCOTS LAW

The Alternative Clause Scots Law does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

JOINT CONTROLLER CLAUSES

The Alternative Clause Joint Controller Clauses does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

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Appendix A

**Annex A ACCESS TO GOVERNMENT OWNED MATERIAL CRIMINAL RECORD
DECLARATION**

The company named at the bottom of this form has Government contracts, some or all of which require it to hold material or information which is the property of the Government. The company has a duty to protect these assets while in its possession and this obligation extends to its employees and agents. Since you are or may become such a person, please complete the following sections:

Surname: Full Forenames:

Full permanent address:
..... Date of Birth:

1. Have you ever been convicted or found guilty by a Court of any offence in any country (excluding parking but including all motoring offences even where a spot fine has been administered by the police)? Or have you ever been put on probation or absolutely/conditionally discharged or bound over after being charged with any offence or is there any action pending against you? You need not declare convictions which are "spent" under the Rehabilitation of Offenders Act (1974). Yes/No* *(if yes, please give details here)*

**delete whichever is not appropriate*

2. Have you ever been convicted by a Court-Martial or sentenced to detention or dismissal whilst serving in the Armed Forces of the UK or any Commonwealth or foreign country? You need not declare convictions which are "spent" under the Rehabilitation of Offenders Act (1974). Yes/No* *(if yes, please give details here)*

3. Do you know of any matters in your background which might cause your reliability or suitability to have access to Government assets to be called into question? Yes/No* *(if yes, please give details here)*

- I declare that the information I have given above is true and complete to the best of my knowledge and belief.

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- I understand that any false information or omission in the information I have given above may disqualify me for employment in connection with Government contracts.

Your Signature:Date:

- The information you have given above will be treated in strict confidence. You do not need to show the completed form to any representative of the company. If you wish you may place the completed form in a sealed envelope, sign your name across the flap and return it to the company. The company will then forward it to the Government Department concerned.

Name and Address of Sponsoring Company

Annex A1; BASELINE PERSONNEL SECURITY STANDARD VERIFICATION RECORD

1. Employee/Applicant Details

Surname:..... Forenames:.....

Address:.....

..... Tel No:.....

Date of birth:..... Place of birth:.....

Nationality:..... Former or dual nationality:..... (with
dates if applicable)

2. Certification of identity

Document:

Date of issue and number:

a:

b:

c:

d:

Person entitled to work in

Yes/NoYes/No

3. References (if taken)

a. Referee:

Relationship:

Address:

Length of association:

b. Referee:

Relationship:

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

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Address:.....

.....

..... Length of association:.....

c. Referee:..... Relationship:.....

Address:.....

.....

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

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..... Length of association:.....

4. Other information (i.e. verification of employment history (past 3 years); verification of nationality and immigration status and an unspent criminal record declaration has been signed; academic certificates seen; additional checks carried out etc):

CLAUSES AND SCHEDULES

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5. Criminal Records Information☐

Tick to indicate that a criminal records check has been undertaken either through Disclosure or via the Criminal Records Bureau to either a or via the Criminal Records

Bureau to either a

Standard or Enhanced level, (delete as appropriate).

(NB: Enhanced Disclosure checks are not transferable where the check is required to Safeguard Vulnerable Groups and Children).

☐

Tick if any adverse criminal record information has been received and indicate that this has been assessed against the Ministry of Justice policy and arrangements for applying criminal records disclosures.

I certify that in accordance with the requirements of the Baseline Personnel Security Standard:

I have personally examined the documents listed at 2 above and have satisfactorily established the identity of the above-named employee/applicant.

I have obtained the references (if taken), and information listed at 3 and 4 above and can confirm that these satisfy the requirements.

Name:.....

Appointment/Post:.....

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Signature:..... Date:.....

Immigration Status :

Important: Data Protection Act (1998). This form contains “personal” data as defined by the Data Protection Act 1998. It has been supplied to the appropriate HR or Security authority exclusively for the purpose of the Baseline Personnel Security Standard. The HR or Security authority must protect the information provided and ensure that it is not passed to anyone who is not authorised to see it.

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Appendix B

1 Policy – Recruitment of Ex-Offenders

- 1.1 In order to ensure that the Employer fulfils its duty of care to staff, court users, and to protect its assets (people, buildings, equipment, information) and its commitment to equality of opportunity, the following system for assessing criminal records is applied. This ensures that only relevant offences are considered when deciding whether or not to grant employment.

2 Disqualification Criteria

- 2.1 Offences of particular relevance for those working for the Employer, are listed at as being either very serious or significant. These are assessed as being offences relating to violence, offensive weapons, drugs, sexual offences, serious criminal damage, theft, racial offences, child pornography and dishonesty.
- 2.2 If the conviction was for a statutory offence named on the list, but at the time of the offence it was a Common Law offence, or was defined in an earlier or later Act, it will be regarded in the same way as the listed offences. Also note that the offence listed may cover several offences within the same category. If the offence is not in either list, then additional factors will be considered when making a decision to approve employment or posting.
- 2.3 For posts, whose normal duties involve unsupervised access to children and vulnerable adults, requiring an Enhanced Disclosure, there will be a presumption against employment in such a post if an individual is included on the Sexual Offenders Register or a government list banning individuals from working with children or vulnerable adults.
or, for all other posts:
 - Not free from the effects of a conviction for a:
 - significant offence for at least 2 years before the application for employment or:
 - very serious offence for the last 5 years.

CLAUSES AND SCHEDULES

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- 2.4 By 'free from effects of a conviction' it is meant that time will be counted from the time elapsed at the end of the sentence or penalty as appropriate. It is not from the date when the applicant was sentenced or when the offence or offences were committed.

For all other offences, we will consider additional factors.

3 Additional Factors

- 3.1 The relevance of the offences to the postholder's work must be considered before deciding whether or not to refuse employment. The following factors should be considered:
- 3.2 A criminal record showing that there has been a pattern of very serious or significant offences, will be treated more seriously than a single episode of offending. Whilst a single episode of an other offence will be assessed to be irrelevant, a record showing a pattern of other offences, may be assessed to be of relevance, as it could indicate unreliability and a propensity to re-offend. More credit will be given to every year free of a criminal conviction
- 3.3 Where the individual's conviction was some time in the past, it is possible that the conviction was the result of youth or immaturity and the individual's circumstances or character may have altered since to the extent that the conviction will not now be significant, making re-offending less likely.
- 3.4 Whether the conduct committed in another country is criminal in this country. For instance, some activities are offences in but not in and vice versa. England and vice versa.
- 3.5 The opportunity provided on the application form – Status Enquiry Form - to make a declaration about criminal convictions, including spent convictions, is a useful test of an individual's honesty. Failure to declare a conviction should not be assumed to be automatic evidence of untrustworthiness. It could be the result of genuine oversight, or it may be that the Criminal Record Check was inaccurate. Misunderstanding of the question can also be a factor, particularly in relation to spent or minor offences.
- 3.6 Unless it is clear that omissions are blatant and intended to mislead, such discrepancies should, if possible, be resolved by interview. Although each case must be judged on its own merits, where there is any attempt to mislead,

CLAUSES AND SCHEDULES

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by deliberately omitting information about significant criminal convictions, there should be a strong presumption against granting employment.

- 3.7 In these cases additional information should be sought from the Criminal Records Check to seek to obtain as much information as possible – i.e. an address history and/or any other recorded and relevant information. Applicants in these circumstances should be asked at interview to provide details of places of residence, employment history, and changes in personal circumstances throughout their lives. Such testimony should be considered as additional information.

- 3.8 The contractor must inform the employer of any criminal records relating to a contractor staff to be deployed to work on MoJ sites/assets. **4 Cautions and**

Warnings and Penalty Disorder Notices

- 4.1 When making decisions about eligibility for employment, cautions and warnings should be considered more leniently than convictions, although sexual and racial offences should be assessed as being particularly relevant. For those whose work involves unsupervised access to children the policy is that any offence which places a person on the Sex Offenders Register or government lists banning people working with children there will be a presumption that employment will not be granted.

5 Penalty Disorder Notices

- 5.1 Relevant offences for Penalty Disorder Notices should also be considered more leniently than cautions, where there has been an admission of guilt.

6 Cautions for significant and very serious offences

- 6.1 Disregard a single caution or warning over two years old and an otherwise clean record.
- 6.2 Consider additional factors where for a significant offence there is only one offence resulting in a caution or warnings in the two years before the application. For a very serious offence where there is only one offence resulting in a caution or warning in the five years before the application.
- 6.3 Employment will be refused where there are two or more cautions in the two years before employment for either significant and/or very serious offences and similarly for a significant offence where a sentence restriction ended in the five

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years before the application, or a serious offence ended in the 10 years before your application.

6.4 Assessment Grid

[REDACTED]

The list of relevant offences is attached at Addendum A.

For cautions and warnings criteria set at 4.1.

- 6.4.1 In addition to these offences, when assessing the criminal records of those who work involves unsupervised access to children, the Employer will apply a policy that there will be a presumption against employment where is a record of any of the offences listed at Addendum A.

7 Overseas Offences

- 7.1 Offences committed overseas which fall under the headings of the list will also be taken into consideration. They will be categorised as very serious or significant depending on the information on the criminal record provided. Where that is not clear additional information may be needed.
- 7.2 The list of offences considered relevant is classified under English statute. Offences committed and classified under Scottish statute and will be considered in the same way as the equivalent offence in England and Wales.

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Addendum A

List of Relevant Offences

Key to Symbols

* = Offences considered by MOJ as 'Very Serious' °

= Offences considered by MOJ as 'Significant'

Category 1 – Violence/Abusive Behaviour such as:

- 1 * Murder -
 - Of persons aged 1 year or over
 - Of infants under 1 year of age
- 2 * Manslaughter - Offences Against the Persons (OAP) Act 1861 including common law offences
- 3 * Kidnapping (common law offence)
- 4 * Causing explosion likely to endanger life or property - Section 2 of Explosive Substances Act 1883
- 5 * Torture - Section 134 of Criminal Justice Act 1988
- 6 * Abduction of a child by other person
- 7 * Intimidating a witness, juror - Section 51(1) of Criminal Justice and Public Order Act 1994
- 8 * Attempted murder - Criminal Attempts Act 1981 (including common law offences for attempted murder)
- 9 * Accessory to murder (aids, abets, counsels or procures the commission of the offence) - Section 8 of Accessories and Abettors Act 1861
- 10 * Threat or conspiracy to commit murder - Criminal Law Act 1977
- 11 * Making threats to kill - Section 16 of OAP Act 1861
- 12 * Soliciting/Inciting to commit murder - Section 4 of OAP Act 1861
- 13 * Assisting offender by impeding his apprehension or prosecution in a case of murder
- 14 * Manslaughter due to diminished responsibility
- 15 * Causing death by aggravated vehicle taking

CLAUSES AND SCHEDULES

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- 16 * Attempt to cause explosion, making or keeping explosives etc – Section 3 and 4 of Explosive Substances Act 1883
- 17 * Causing bodily injury by explosives - Section 28 of OAP 1861
- 18 * Placing explosives with intent to cause bodily injury - Section 30 of OAP Act 1861
- 19 * Using explosive or corrosives with intent to cause grievous bodily harm - Section 29 of OAP 1861
- 20 * Possession, etc. of explosives with intent to endanger life
- 21 * Burning, maiming, etc. by explosion
- 22 * Robbery - Section 8 of Theft Act 1968
- 23 * Armed robbery - Section 8(1) of Theft Act 1968
- 24 * Assault with weapon with intent to rob - Section 8(2) of Theft Act 1968
- 25 * Assault with intent to rob
- 26 * Aggravated burglary - Section 10 of Theft Act 1968
- 27* Wounding or other act endangering life
- 28 * Wounding with intent to do grievous bodily harm or to resist apprehension - Section 18 of OAP Act 1861
- 29 * Wounding or inflicting grievous bodily harm (inflicting bodily injury with or without weapon) - Section 20 of OAP Act 1861
- 30 * Attempting to choke, suffocate or strangle etc - Section 21 of OAP Act 1861
- 31 * Actual bodily harm (Assault occasioning actual bodily harm) – Section 47 of OAP Act 1861
- 32 * Prison Mutiny - Section 1 Prison Security Act 1992
- 33 * Harming, threatening to harm a witness, juror - Section 51(2) of Criminal Justice and Public Order Act 1994
- 34 * Assaulting prison officer whilst possessing firearm - Section 90 of Criminal Justice Act 1991
- 35 * Setting spring guns with intent to inflict grievous bodily harm –Section 31 of OAP 1861
- 36 * Public Order Act 1986:
 - Section 1 (Riot)
 - Section 2 (Violent Disorder)
- 37 * Racially-aggravated public order offence - Section 31(1) of Crime and Disorder Act 1998

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 38 * Racially-aggravated offence of harassment - Section 32(1) of Crime and Disorder Act 1998
- 39 * Racially-aggravated intentional harassment, alarm or distress
- 40 * Racially-aggravated putting people in fear of violence
- 41 * Racially-aggravated assault - Section 29(1) of Crime and Disorder Act 1998
- 42 * Racially-aggravated wounding or inflicting grievous bodily harm (inflicting bodily injury with or without a weapon)
- 43 * Racially-aggravated actual bodily harm (assaults occasioning ABH)
- 44 * Racially-aggravated common assault
- 45 * False imprisonment (common law offence)
- 46 * Child abduction by other person - Section 2 of Child Abduction Act 1984
- 47 * Bomb hoax - Section 51 of Criminal Law Act 1977
- 48 * Assisting prisoners to escape - Section 39 of Prison Act 1952
- 49 * Public Order Act 1986:
 - Section 3 (Affray)
 - Section 4 (Fear or Provocation of Violence)
- 50 * intentionally causing harassment, alarm or distress - Section 4a
- 51 * Ill-treatment of persons of unsound mind - Section 127 of Mental Health Act 1983
- 52 * Police Act 1996:
 - Section 89 (Assault on a Constable in Execution of Duty)
 - Section 89(2) (Resisting or Obstructing a Constable)
- 53 * Assault with intent to resist arrest - Section 38 of OAP Act 1861
- 54 ° Breach of anti-social behaviour order - Section 1(10) of Crime and Disorder Act 1998
- 55 ° Protection from Harassment Act 1997 - Offences under Sections 2-5:
 - Section 3(6) breach of the conditions of an injunction against harassment
 - Section 4(1) putting people in fear of violence - Section 5(5) breach of restraining order.
- 56 ° Public Order Act 1986:
 - harassment, alarm or distress - Section 5
 - failure to comply with conditions imposed on public procession - Section 12

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- failure to comply with conditions imposed on public assembly – Section 14
- contravention of prohibition of trespassory assembly - Section 14a

57 ° Unlawful eviction and harassment of occupier - Section 1 of Protection from Eviction Act 1977

58 ° Common assault and battery - Section 39 of Criminal Justice Act 1988 **Category 2 -**

Espionage/Terrorism such as:

- 1 * Suppression of Terrorism Act 1978
 - 2 * Prevention of Terrorism (Temporary Provisions) Act 1989
 - 3 * Criminal Justice (Terrorism and Conspiracy) Act 1998
 - 4 * Terrorism Act 2000
- Membership of prescribed organisations - Section 11
 - Support or meeting of prescribed organisations - Section 12
 - Uniform of prescribed organisations - Section 13
 - Fund-raising for terrorism - Section 15

Other offences involving money or property to be used for terrorism, Sections 16-18

- Failure to disclose information about terrorism - Section 19
- Disclosure prejudicing, or interference of material relevant to investigation of terrorism - Section 39
- Weapons training - Section 54
- Directing terrorist organisation - Section 56
- Possession of articles for terrorist purposes - Section 57
- Unlawful collection of information for terrorist purposes - Section 58
- Incitement of terrorism overseas - Section 59

- 5 * (Emergency Provisions) Act 1991, Section 53 (Assisting another to retain proceeds of terrorist activities) (Emergency Provisions) Act 1991, Section 53 (Assisting another to retain proceeds of terrorist activities)
- 6 * (Emergency Provisions) Act 1991, Section 54 (Concealing or transferring proceeds of terrorist activities) (Emergency Provisions) Act 1991, Section 54 (Concealing or transferring proceeds of terrorist activities)

Category 3 - Offensive Weapons such as:

- 1 * Possession of an offensive weapon, Prevention of Crime Act 1953 - Section 1

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 2 * Dangerous Knives Offences under the Restriction of Offensive Weapons Act 1959
- 3 * of knives and certain articles with blade or point to persons under 16 - Section 141 (Criminal Justice Act 1988 (A) of knives and certain articles with blade or point to persons under 16 - Section 141 (Criminal Justice Act 1988 (A)
- 4 * Offences under the Biological Weapons Act 1974
- 5 * Offences under the Crossbows Act 1987
- 6 * Offences under the Chemical Weapons Act 1996
- 7 * Contravention of use etc. of Chemical Weapons
- 8 * Contravention of Section 11 - premises or equipment for producing chemical weapons
- 9 * Possession of offensive weapon without lawful authority or reasonable excuse
- 10 * Having an article with a blade or point in a public place - Section 139 of Criminal Justice Act 1988
- 11 * Having an article with a blade or point on school premises - Section 139 (A)
- 12 * Possession of offensive weapons without lawful authority or reasonable excuse on school premises – Section 141 of Criminal Justice Act 1988 **Category 4 – Firearms such as:**
 - 1 * Serious firearms offences - Firearms Act 1968
 - Section 16 (Possession of firearm with intent to endanger life or injure property)
 - Section 17 (Using, etc. firearms or imitation firearms with intent to resist arrest)
 - Section 18 (Possession of firearm with criminal intent)
 - 2 * Firearms Act 1968 (Other Offences):
 - Section 1 (Possessing etc. firearm or ammunition without certificate)
 - Section 2 (Possessing shotgun without shotgun certificate)
 - Section 3 (Dealing, making or selling without being registered as firearms dealer)
 - Section 4 (shortening of shotgun or possession of shortened shotgun)
 - Section 5 (possessing, acquiring, making, selling banned/prohibited weapons/firearms)
 - Section 7 (Making a false statement in order to obtain a police permit)
 - Section 9 (Making a false statement in order to obtain permit for auction of firearms)
 - Section 19 (carrying loaded firearm in public place)
 - Section 20 (trespassing with firearm or imitation firearm on land)
 - Section 21 (Contravention of provisions denying firearms to ex-prisoners and the like)

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- Section 22 (Person under 17 acquiring firearm)
- Section 24 (Selling or letting on hire a firearm to person under 17)
- Section 46 (Obstructing constable or civilian officer in exercise of search powers)
- 3 * Possessing firearm or imitation firearm at time of committing or being arrested for an offence specified in Schedule 1 of the Firearms Act 1968
- 4 * Possessing firearm or imitation firearm with intent to commit an indictable offence, or resist arrest, etc.
- 5 * Possession of a firearm or imitation firearm, with intent to cause fear of violence
- 6 * Other firearms offences (Firearms Act 1968):
 - Selling firearm to person without a certificate
 - Repairing, testing, etc. firearm for person without a certificate
 - Falsifying certificate, etc. with view to acquisition of firearm
 - Conversion of firearms
 - Possessing or distributing prohibited weapons or ammunition
 - Trespassing with firearm in a building
 - Possession of firearms by persons previously convicted of crime
 - Supplying firearms to persons denied them under Section 21 Firearms Act 1968
- 7 ° Failure by certificate holder to notify in writing Chief Officer of Police of events taking place outside Great Britain involving firearms and ammunition (sold or otherwise disposed of lost etc.) (Group I)
- 8 ° Failure to comply with instructions in firearm certificate when transferring firearms to person other than registered dealer; failure to report transaction to police

Category 5 - Dishonesty (Theft and Fraud) such as:

- 1 * Forgery - Section 1 Forgery and Counterfeiting Act 1981
- 2 * Forgery and misuse of driving documents - Section 65 Public Passenger Vehicles Act 1981
- 3 * Forgery of driving documents - Section 233 Road Traffic Act 1960
- 4 * Forgery etc of licences and other documents - Section 173 Road Traffic Act 1988
- 5 * Mishandling or falsifying parking documents etc - Section 115 Road Traffic Regulation Act 1984
- 6 * Forgery, alteration, fraud of licences etc - Section 26 Vehicle (Excise) Act 1971

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 7 * False accounting - Section 17 Theft Act 1968
- 8 * Obtaining property by deception - Section 15 Theft Act 1968
- 9 * Obtaining pecuniary advantage by deception - Section 16 Theft Act 1968
- 10 * Conspiracy to defraud
- 11 * Obtaining services by deception - Section 1 Theft Act 1978
- 12 * Obtaining a money transfer by deception - Section 15A Theft Act 1968
- 13 * Counterfeiting notes and coins - Section 14 Forgery and Counterfeiting Act 1981
- 14 * Offences involving custody or control of counterfeit notes and coins – Section 16 Forgery and Counterfeiting Act 1981
- 15 * Making, custody or control of counterfeiting materials etc - Section 175 Forgery and Counterfeiting Act 1981
- 16 * Illegal importation: counterfeit notes or coins - Section 50 Customs and Excise Management Act 1979
- 17 * Fraudulent evasion: counterfeit notes or coins - Section 170(2)(b), (c) Customs and Excise Management Act 1979
- 18 * Counterfeiting customs documents - Section 168 Customs and Excise Management Act 1979
- 19 * Counterfeiting of dies or marks - Section 6 Hallmarking Act 1973
- 20 * Custody or control of false instruments etc - Section 5 Forgery and Counterfeiting Act 1981
- 21 * Using a copy of a false instrument - Section 4 Forgery and Counterfeiting Act 1981
- 22 * Using a false instrument - Section 3 Forgery and Counterfeiting Act 1981
- 23 * Copying false instrument with intent - Section 2 Forgery and Counterfeiting Act 1981
- 24 * Unauthorised modification of computer material - Section 3 Computer Misuse Act 1990
- 25 * Perverting the course of justice - (common law offence) - Attempt to pervert the course of justice
- 26 * Blackmail - Section 21 of Theft Act 1968
- 27 * Aggravated vehicle taking.
- Injury to person, damage to property or car
- 28 * Handling stolen goods - Section 22 of Theft Act 1968

CLAUSES AND SCHEDULES

Confidential and Subject to contract

29 * Receiving stolen goods

30 * Undertaking or assisting in the retention, removal, disposal or realisation of stolen goods, or arranging to do so

31 * Going equipped for stealing - Section 25 of Theft Act 1968

32 * Burglary - Section 9 of Theft Act 1968:

- Burglary in a dwelling and a non-dwelling

- Burglary, with the intent to commit, or the commission of an offence triable only on indictment

- Burglary with violence or the threat of violence

- Other burglary in a dwelling

33 * Aggravated burglary in a dwelling

34 * Escaping from lawful custody without force - common law

35 * Absconding by person released on bail - Section 6(1), of (2) Bail Act 1976

- Failing to surrender to bail

36 * Assisting Offenders from apprehension or prosecution - Criminal Law Act 1967 Section 4

37 * Acquiring, possessing etc the proceeds of criminal conduct - Section 93 of Criminal Justice Act 1988

38 * Perjury Offences (7 Offences) - Sections 1-7(2) of Perjury Act 1911

39 * Theft from the person of another

40 * Theft in a dwelling other than from automatic machine or meter

41 * Theft by an employee

42 * Theft or unauthorised taking from mail

43 * Theft from vehicle:

- From motor vehicle

- From other vehicle

44 * Theft from shops

45 * Theft from automatic machine or meter

46 * Theft or unauthorised taking of motor vehicle: - Theft of motor vehicle (or other conveyance)

47 * Other theft or unauthorised taking:

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- Offence under the Theft Act 1968, s.1, not classified elsewhere

- Removal of article on show from places open to the public - Section 11 of Theft Act 1968

- Theft of conveyance other than motor vehicle or pedal cycle

48 * Evasion of liability by deception

49 * Making off without payment - Section 3 of Theft Act 1978

50 * Assisting another to retain the benefit of criminal conduct

51 * Acquisition, possession or use of proceeds of criminal conduct

52 * Concealing or transferring proceeds of criminal conduct

53 * Disclosure of information likely to prejudice an investigation

54 * Dishonestly retaining a wrongful credit

55 * Unauthorised access with intent to commit or facilitate commission of further offences

56 * Passing counterfeit notes and coins - Section 15 of Forgery and Counterfeiting Act 1981

57 * Fabrication of evidence with intent to mislead a tribunal - common law

58 * Personation of jurors - common law

59 * Personating for purposes of bail etc - Section 34 of Forgery Act 1861

60 * Embracery - common law

61 * False statements tendered under Section 9 of the Criminal Justice Act 1967 Section 89 Criminal Justice Act 1967 (False written statements tendered in evidence in criminal proceedings)

62 * Making a false statement to obtain interim possession order – Section 75(1) Criminal Justice and Public Order Act 1994

63 * Making false statement to resist making of interim possession order – Section 75(2) Criminal Justice and Public Order Act 1994

64 * False statement tendered under Section 102 of the Magistrates' Courts Act 1980 – Section 106 Magistrates Courts Act 1980 (False written statements admitted in evidence)

65 * Making false statement to authorised officer - Section 29(2) Trade Descriptions Act 1968

66 * Knowingly concerned in fraudulent evasion of contributions

67 * Offences under the Social Security Administration Act 1992

68 * Prejudicing a drug trafficking investigation - Section 58(1) Drug Trafficking Act 1994

CLAUSES AND SCHEDULES

Confidential and Subject to contract

69 * Forgery, or use, of false prescription (in respect of drugs listed in Schedule 2 of the Misuse of Drugs Act 1971

Category 6 - Abuse or Neglect of Children such as:

1 * Protection of Children Act 1978 - Section 1 (indecent photographs and pseudo-photographs of children).

Category 7 - Sexual Offences such as:

1 * Rape - Section 1(1) of Sexual Offences Act 1956

- Man having unlawful sexual intercourse with a woman who is a defective
- Male member of staff of hospital or mental nursing home having unlawful sexual intercourse with a female patient
- Man having unlawful sexual intercourse with mentally disordered female patient who is subject to his care
- Rape of a female aged under 16
- Rape of a female aged 16 or over
- Rape of a male aged under 16
- Rape of a male aged 16 or over

2 * Buggery - Sexual Offences Act 1956

- Section 12 (Buggery with a person under the age of 16 or animal)
- Buggery by a man with a male person aged 16 or over without consent
- Buggery by a male with a female aged under 16
- Buggery by a male aged 21 with a female aged 16 or 17
- Buggery by a male aged 18-20 with a female aged 16 or 17
- Buggery by a male aged 16 or 17 with a female aged 16 or over
- Buggery with an animal
- Buggery by a male aged 18-20 with a male aged under 16
- Buggery by a male aged 18-20 with a female aged under 16
- Buggery by a male aged 16-17 with a male aged under 16
- Buggery by a male aged 21 or over with a male aged under 16
- Buggery by a male aged 21 or over with a female aged under 16
- Buggery by a male aged 16-17 with a female aged under 16

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3 * Incest - Sexual Offences Act 1956 Sub-Section 10 and 11/Criminal Law Act 1977 Section 4

- Incest with a girl under 13
- Other incest
- Inciting girl under 16 to have incestuous sexual intercourse

4 * Attempted Rape - Criminal Attempts Act 1981

- Attempted rape of a female aged under 16
- Attempted rape of a female aged 16 or over
- Attempted rape of a male aged under 16
- Attempted rape of a male aged 16 or over

5 * Attempted Buggery - Criminal Attempts Act 1981

- Attempt to commit buggery with a boy under the age of 16 or with a woman or animal
- Attempt by a man to commit buggery with a male person of the age of 16 or over without consent 6 *

Abduction:

- Abduction of female having interest in property
- Section 17 Abduction of a female by force
- Section 19 Abduction of unmarried girl under 18 from parent or guardian
- Section 20 Abduction of unmarried girl under 16 from parent or guardian
- Section 21 Abduction of defective from parent or guardian

7 * Unlawful sexual intercourse with girl under 13 - Section 5 of SOA 1956**8 * Unlawful sexual intercourse with girl under 16****9 * Section 14 of Sexual Offences Act (SOA) 1956 (Indecent assault on a female)**

- Indecent assault on a female under 16 years of age
- Indecent assault on a female aged 16 years or over

10 * Section 15 SOA 1956 (Indecent assault on a male) - Indecent assault on male person under 16 years

- Indecent assault on male person 16 years or over

11 * Section 16 SOA 1956 (Assault with intent to commit buggery)

- Gross indecency, or indecency, by a male aged 16-17 with another male aged under 16
- Gross indecency, or indecency, by a male aged 18-20 with another male aged under 16

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- Gross indecency, or indecency, by a male aged under 16 with another male
- Gross indecency, or indecency, by a male aged 21 or over with another male aged under 16

12 * Other Offences under Sexual Offences Act 1956:

- Section 2 Procurement of a woman by threats
- Section 4 Administering drugs to obtain intercourse
- Section 6 Sexual intercourse with a girl under the age of 16
- Section 7 Sexual intercourse with a mental defective
- Section 9 Procurement of a mental defective
- Section 25 Permitting girl under 13 to use premises for intercourse
- Section 26 Permitting girl under 16 to use premises for intercourse

13 * Sexual intercourse with patients - Section 128 Mental Health Act 1959

14 * Indecency with Children Act 1960 - Section 1 (indecent conduct to under 14s)

15 * Gross Indecency with a child

- With boys
- With girls

16 * Allowing or procuring child under 16 to go abroad to perform – Section 25 and 26 of Children and Young Persons Act 1933

17 * Sexual Offences (Amendment) Act 2000 - Section 3 (abuse of position or trust):

- Abuse of Trust - sexual offences
- Abuse of position of trust - sexual intercourse
- Abuse of position of trust - sexual activity other than intercourse

18 * Further Sexual Offences Act 1956:

- Section 3 Procurement of a woman by false pretences
- Section 22 Causing prostitution of women
- Section 23 Procurement of girl under 21
- Section 24 Detention of woman in brothel or other premises
- Section 27 Permitting defective to use premises for intercourse
- Section 28 Causing or encouraging prostitution of, intercourse with, or indecent assault on, girl under 16
- Section 29 Causing or encouraging prostitution of defective [Category 8 – Drugs such as:](#)

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 1 * Section 4(2) of Misuse of Drugs Act 1971 - Production of a controlled drug (Class A, B or C) (Cocaine, heroin, LSD, cannabis etc)
- 2 * Section 4(3) of 1971 Act - Supplying or offering to supply a controlled drug (Class A, B or C)
- 3 * Section 5(3) of 1971 Act - Possession with intent to supply a controlled Drug (Class A, B or C) (Cocaine, heroin, LSD, cannabis etc)
- 4 * Section 8 of 1971 Act - Occupier or manager of premises permitting drug activities
- 5 * Permitting premises to be used for unlawful purposes (Cocaine, heroin, LSD, cannabis etc)
- 6 * Manufacture and supply of scheduled Substances - Section 12 of Criminal Justice (International Co-operation) Act 1990
- 7 * Supplying a scheduled Substance to another person
- 8 * Failing to comply with regulations prescribed by the Secretary of State concerning transaction documentation, record keeping and inspection information, furnishing and consignment labelling
- 9 * Fraudulent evasion of controls on class A and B drugs - Section 170 (2), (b), (c), of Customs and Excise Management Act 1979
- 10 * Fraudulent evasion of controls on class C drugs - Section 170(2), (b), (c) of Customs and Excise Management Act 1979
- 11 * Illegal importation of class A and B drugs - Section 50 of Customs and Excise Management Act 1979
- 12 * Illegal importation of class C drugs - Section 50 of Customs and Excise Management Act 1979
- 13 * Offences in relation to proceeds of drug trafficking - Section 49, 50 and 5 of Drug Trafficking Act 1994:
 - Concealing or transferring the proceeds of drug trafficking - Section 49
 - Assisting another person to retain the benefit of drug trafficking - Section 50
 - Acquisition, possession or use of proceeds of drug trafficking - Section 51
- 14 * Offences in relation to money laundering investigations - Section 52 and 53
- 15 * Drug Trafficking Act 1994:
 - Laundering money from drug trafficking - Section 52
 - Tipping off on investigation in drug money laundering - Section 53
- 16 * Drug trafficking offences at sea - Section 18 of Criminal Justice (International Cooperation) Act 1990

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 17 * Firing on revenue vessel - Section 85 of Customs and Excise Management Act 1979
- 18 * Section 9 of 1971 Act - Offences relating to opium
- 19 * Section 20 of 1971 Act - Assisting in or inducing commission of drug offence outside
- 20 * Section 11 of 1971 Act - Offences relating to the safe custody of controlled drugs
- 21 * Section 9A of 1971 Act - Supply of articles for preparing or administering controlled drugs
- 22 * Section 11(2) of 1971 Act - Contravention of directions relating to safe custody of controlled drugs
- 23 * Section 12(6) of 1971 Act - Contravention of direction prohibiting practitioner possessing or supplying controlled drugs
- 24 * Section 13(3) of 1971 Act - Contravention of direction prohibiting practitioner prescribing controlled drugs
- 25 * Section 17(4) of 1971 Act - Giving false information
- 26 * Section 18 (2) of 1971 Act - Contravention of terms of licence or other authority (other than licence issued under regulations relating to addicts)
- 27 * Section 18(3) of 1971 Act - Giving false information in purported compliance with obligation to give information imposed under or by virtue of regulations
- 28 * Section 18(4) of 1971 Act - Giving false information, or producing documents etc containing false statement etc, for purpose of obtaining issue or renewal of a licence or other authority
- 29 * Section 23(4) of 1971 Act - Obstructing exercise of powers of search etc
- 30 * Failure to disclose knowledge or suspicion of money laundering – Section 26(B) of Drug Trafficking Offences Act 1986
- 31 * Tipping-off in relation to money laundering investigations - Section 26(C) of Drug Trafficking Offences Act 1986
- 32 ° Section 5(2) of 1971 Act - Possession of a controlled drug (class A, B or C)
(Cocaine, heroin, LSD, cannabis etc)
- 33 ° Section 17(3) of 1971 Act - Contravention of notice requiring information about prescribing or supply of drugs

Category 9 - Criminal Damage such as:

- 1 * Aggravated criminal damage - Criminal Damage Act 1971 s 1(2)

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 2 * Aggravated arson - Criminal Damage Act 1971 s 1(2), (3)
- 3 * Arson endangering life
- 4 * Arson - Criminal Damage Act 1971
- 5 * Racially aggravated criminal damage - Section 30(1) of Crime and Disorder Act 1998
- 6 * Racially-aggravated arson (not endangering life) - Section 30(1) of Crime and Disorder Act 1998
- 7 * Violence to secure entry to premises - Section 6 of Criminal Law Act 1977
- 8 * Trespass with a weapon - Section 8 of Criminal Law Act 1977
- 9 * Aggravated trespass - Section 68 of Criminal Justice & Public Order Act 1994

Category 10 - Other Offences such as:

- 1 ° Unauthorised licensable activities - Part 7 Section 136 of the Licensing Act 2003
- 2 ° Employing unlicensed staff on premises where this is a condition of the premises licence

Category 11 – Driving Offences resulting in a driving disqualification

This category will only be relevant to those members of staff whose position involves driving i.e. Bailiffs and Civilian Enforcement Officers.

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Annex B

Rehabilitation of Offenders Act 1974

A list of the Rehabilitation periods are detailed below:

Disclosure Periods for Adult Offenders

Sentence	Period of disclosure under the 1974 Act
Custodial	
Custody up to 6 months	7 years
Custody Plus	N/A
Custody Minus (suspended sentence)	N/A
Intermittent Custody	N/A
Custody over 6 months and up to 30 months (including proposed new arrangements for sentences of 12 months or over)	10 years
Custody over 30 months and less than 4 years (including proposed new arrangements for sentences of 12 months or over)	Never spent
Custody of 4 to 10 years	Never spent
Custody of 4 to 10 years for serious sexual/violent offence	Never spent
Custody of 10 years or more	Never spent
Extended sentence	According to the period of the sentence
Indeterminate sentence (imprisonment for public protection)	N/A
Life sentence	Never spent

Disclosure Periods for Adult Offenders

CLAUSES AND SCHEDULES

Confidential and Subject to contract

Sentence	Period of disclosure under the 1974 Act
Non-custodial	
Caution	Never spent (because not covered by the Act)
Fixed penalty	Never spent (because not covered by the Act)
Bind over order	The period of the order, or 12 months (whichever is longer)
Absolute discharge	6 months
Conditional discharge	The period of the order, or 12 months (whichever is longer)
Fine	5 years
Community Sentence	5 years
Deferred sentence	According to sentence passed

Disclosure Periods for Young Offenders

Sentence	Period of disclosure under the 1974 Act
Custodial	
Custody up to 6 months	3 years
Custody over 6 months and up to 24 months	5 years

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

CLAUSES AND SCHEDULES

Confidential and Subject to contract

Custody over 24 months up to 30 months (24 months is the threshold in the new scheme, 30 months is the threshold in the 1974 Act)	5 years
Custody of 30 months to 10 years	Never spent
Custody of 4 to 10 years for serious sexual/violent offence	Never spent
Custody of 10 years or over	Never spent
Extended sentence	According to the period of the sentence
Indeterminate sentence (detention for public protection)	N/A
Detention at Her Majesty's Pleasure	Never spent

Disclosure Periods for Young Offenders

Sentence	Period of disclosure under the 1974 Act
Non-custodial	
Reprimand/final warning	No provision made, so never spent
Bind over order	The period of the order, or 12 months (whichever is longer)
Absolute discharge	Six months
Conditional discharge	The period of the order, or 12 months (whichever is longer)
Fine	Two and a half years
Referral order	The period of the order

CLAUSES AND SCHEDULES

Confidential and Subject to contract

Action plan order	Two and a half years or the period of the order (whichever is longer)
Reparation Order	Two and a half years or the period of the order (whichever is longer)
Curfew Order	Two and a half years or the period of the order (whichever is longer)
New Community Sentence for 16+	Two and a half years or the period of the order (whichever is longer)
Attendance Centre Order	The period of the order plus one year
Supervision Order	The period of the order or one year (whichever is longer)
Customised Community Sentence (16+ only)	2 ½ years
Deferred sentences	According to the sentence passed

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

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RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

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RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5
[REDACTED]

S1 IMPLEMENTATION PLAN

1. INTRODUCTION

1.1 This Schedule S1 (Implementation Plan):

1.1.1 defines the process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan; and

1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

1.1.3 the Milestones align with the Transition Framework details of which are referenced in Schedule S14 (Standards)

1.2 The Buyer shall ensure that the Other Suppliers will co-operate with the Supplier and is responsible for ensuring that these Other Suppliers meet all dependencies required for the Supplier to comply with its obligations and performance under this Contract. For the avoidance of doubt Supplier shall not be deemed responsible for any failure to achieve a Milestone due to the action or inaction of any Other Supplier.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 1.3 Notwithstanding anything to contrary in this Contract, the Supplier will only be required to comply with the Standards to the extent applicable to the Services provided by the Supplier. Furthermore, the Supplier will not be responsible for Standards detailed in ASS055 of Annex 4 – Assumptions of this Schedule.

2. OUTLINE IMPLEMENTATION PLAN

- 2.1 The Outline Implementation Plan is set out in Attachment 3 (outline Implementation Plan) the Order Form.

- 2.2 All changes to the Outline Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause)).

3. APPROVAL OF THE DETAILED IMPLEMENTATION PLAN

- 3.1 The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval within twenty (20) Working Days of the Commencement Date.

- 3.2 The Supplier shall ensure that the draft Detailed Implementation Plan:

3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Implementation Plan;

3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

- (a) the completion of each Deliverable;
- (b) the approach to delivering the Acceptance Criteria;
- (c) the completion of any Testing to be undertaken in accordance with Schedule S2 (Testing Procedures); and
- (d) training and roll-out activities;

3.2.3 clearly outlines all the steps required to implement the Milestones to be achieved in 24 months from the Effective Date (or such other period agreed between the Parties);

3.2.4 clearly outlines the required roles and responsibilities of both Parties, including staffing requirements; and

3.2.5 is produced using a software tool as specified, or agreed by the Buyer.

- 3.3 Prior to the submission of the draft Detailed Implementation Plan to the Buyer in accordance with Paragraph 3.1, the Buyer shall have the right:

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Implementation Plan, including:

- (a) details of the Supplier's intended approach to the Detailed Implementation Plan and its development;
- (b) copies of any drafts of the Detailed Implementation Plan produced by the Supplier; and
- (c) any other work in progress in relation to the Detailed Implementation Plan; and

3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Implementation Plan.

3.4 Following receipt of the draft Detailed Implementation Plan from the Supplier, the Buyer shall:

- 3.4.1 review and comment on the draft Detailed Implementation Plan as soon as reasonably practicable; and
- 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Implementation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Implementation Plan is first delivered to the Buyer.

3.5 If the Buyer rejects the draft Detailed Implementation Plan:

- 3.5.1 the Buyer shall inform the Supplier in writing of its reasons for its rejection; and
- 3.5.2 the Supplier shall then revise the draft Detailed Implementation Plan (taking reasonable account of the Buyer's comments) and shall resubmit a revised draft Detailed Implementation Plan to the Buyer for the Buyer's approval within twenty (20) Working Days of the date of the Buyer's notice of rejection. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Implementation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 If the Buyer approves the draft Detailed Implementation Plan, it shall replace the Outline Implementation Plan from the date of the Buyer's notice of approval.

4. UPDATES TO AND MAINTENANCE OF THE DETAILED IMPLEMENTATION PLAN

4.1 Following the approval of the Detailed Implementation Plan by the Buyer:

- 4.1.1 the Supplier shall submit a revised Detailed Implementation Plan to the Buyer every three (3) months starting three (3) months from the Commencement Date;

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4.1.2 without prejudice to Paragraph 4.1.1, the Buyer shall be entitled to request a revised Detailed Implementation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Implementation Plan to the Buyer within twenty (20) Working Days of receiving such a request from the Buyer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);

4.1.3 any revised Detailed Implementation Plan shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3; and

4.1.4 the Supplier's performance against the Implementation Plan shall be monitored at meetings of the Service Management Board (as defined in Part B of Schedule 7 (Governance) where used) or any such service management board established under Part A of Schedule 7 (Governance) where used. In preparation for such meetings, the current Detailed Implementation Plan shall be provided by the Supplier to the Buyer not less than five (5) Working Days in advance of such meeting.

4.2 Save for any amendments which are of a type identified and notified by the Buyer (at the Buyer's discretion) to the Supplier in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure provided that:

4.2.1 any amendments to elements of the Detailed Implementation Plan which are based on the contents of the Outline Implementation Plan shall be deemed to be material amendments; and

4.2.2 in no circumstances shall the Supplier be entitled to alter or request an alteration to any Milestone Date except in accordance with Clause 32 (Supplier Relief Due to Buyer Cause).

4.3 Any proposed amendments to the Detailed Implementation Plan shall not come into force until they have been approved in writing by the Buyer.

5. GOVERNMENT REVIEWS

The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

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Annex 1 – Outline Implementation Plan

The MOJ Evolve Portfolio is recognised within the Government Major Projects Portfolio (GMPP) as a Major Project and as such will be required to follow GMPP procedures in terms of reporting and delivery. In support of these activities the VIIP maybe required from time to time to attend reviews and follow recognised methodologies including but not limited to agile methodologies.

As in the Order Form, unless otherwise agreed by the Buyer, prior to each Milestone, a Milestone Delivery Plan will be agreed between the Buyer and the Supplier which will contain:

- the Deliverables to be delivered within that Milestone
- the timeline for delivery of the Deliverables to be delivered within that Milestone
- the Acceptance Criteria for each Deliverable to be delivered within that Milestone
- any relevant SLAs, Service Levels, KPIs and Performance Monitoring to be included and monitored against within that Milestone • the Acceptance Criteria for completion of that Milestone

Milestone plan – Illustration

[REDACTED]

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Annex 2 – Product Descriptions for Documentary Deliverables**FORMAT FOR PRODUCT DESCRIPTIONS FOR DOCUMENTARY DELIVERABLES –**

Production Description templates will be populated by the Buyer, for the Supplier to include as part of their Documentary Deliverable.

PRODUCT REFERENCE	
Title of Deliverable	
Purpose of Deliverable	
Project or Programme	
Scope of Deliverable	
Format & Presentation of Deliverable	
Composition of Deliverable	
Derivation of Deliverable	
Allocated to	
Quality Criteria for Deliverable	
Quality Method	
People or skills required	
First Draft Delivery Date for Deliverable	
Planned Successful Approval Date for Deliverable	

Annex 3 – Document Approval Process**1. DOCUMENT APPROVAL PROCEDURE**

- 1.1. This Document Approval Procedure shall apply to the review and approval of any Deliverable, including any part of a Deliverable, which is a document (a “**Documentary Deliverable**”).
- 1.2. The Supplier shall ensure that all Documentary Deliverables are identified in the Implementation Plan or other relevant work-scoping document, including the timing of their delivery and review.
- 1.3. Where a third party, such as any Other Supplier, would reasonably be considered to have an interest in or a valid contribution to make towards a Documentary Deliverable, the Supplier shall use reasonable endeavours to ensure that such third party is consulted regarding its drafting.
- 1.4. The Document Approval Procedure commences with the agreement by the Parties of the Product Description for the Documentary Deliverable, which

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sets out the Quality Criteria that the Documentary Deliverable must meet in order to be Approved.

- 1.5. The Buyer shall perform its obligations under Annex 3 as soon as is practicable and in any event within sufficient time to allow the Supplier to meet any applicable Milestones, and must not unreasonably withhold or delay any approval pursuant to the Document Approval Procedure.

1.1. Documentary Deliverables

- 1.2. For each Documentary Deliverable review, both Parties shall appoint a member of their organisation that shall act as the lead role in the active management of the progression of each draft Documentary Deliverable through to Approval.
- 1.3. The Buyer may involve third parties in the review. In this event, the Buyer may share draft Documentary Deliverables with such third parties and may invite them to participate in review meetings.
- 1.4. Other than to the extent already reflected in this Contract or agreed by the Parties, the Supplier shall propose for Approval by the Buyer a Document Review Plan (which may be included in the Product Description), which will be consistent with the overall agreed timescale for development and Approval of the Documentary Deliverable.
- 1.5. The Document Review Plan will record the following dates:
- 1.5.1. the first draft delivery date;
 - 1.5.2. the date by which the Buyer will notify the Supplier of the outcome of its review of the first draft and provide any review comments;
 - 1.5.3. the date by which the Buyer and the Supplier will meet to review the comments;
 - 1.5.4. the date by which the Supplier shall submit a revised draft Documentary Deliverable;
 - 1.5.5. the date by which the Buyer shall check the revised draft; and
 - 1.5.6. the planned approval date.

CLAUSES AND SCHEDULES

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- 1.6. If the Supplier does not propose a Document Review Plan (or propose one acceptable to the Buyer) by the applicable date in this Contract for this to occur (or, in the absence of such a date, in sufficient time to enable the applicable Documentary Deliverable to be delivered for review and to be Approved by the applicable date(s) for those activities), the Buyer may specify the Document Review Plan.
- 1.7. The Parties shall conduct the review in accordance with the Document Review Plan and the timescales specified therein.
- 1.8. The Supplier shall produce and issue by the first draft delivery date a complete draft Documentary Deliverable for review by the Buyer, in accordance with the Document Review Plan.
- 1.9. The Supplier shall not submit a draft Documentary Deliverable for review by the Buyer without first verifying that the draft Documentary Deliverable:
 - 1.9.1. is in accordance with the format, scope and Acceptance Criteria specified in the applicable Product Description;
 - 1.9.2. is clearly written, in language that those parties who will need to refer to the document can understand;
 - 1.9.3. is complete, with an appropriate level of detail and any relevant crossreferences; and
 - 1.9.4. has no obvious errors of spelling, grammar, numbering or order, duplications, or omissions.
- 1.10. The Buyer shall review the draft Documentary Deliverable in order to determine whether it meets the applicable Acceptance Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 1.11. Where the Buyer review determines that the draft meets all the applicable Acceptance Criteria, the review shall be concluded at this point, and the Buyer shall notify the Supplier of Approval Success in accordance with Paragraph 1.26 of this Annex 3
- 1.12. Where the Buyer rejects the draft Documentary Deliverable, because it does not meet all the applicable Quality Criteria or the Buyer's requirements, the Buyer shall specify its reasons for rejection in the form of collated review comments to the Supplier, and the following procedures shall apply:

CLAUSES AND SCHEDULES

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- 1.12.1. the Parties shall meet to discuss the Buyer's review comments and to agree and document the necessary changes to the draft Documentary Deliverable that are required to achieve Approval;
- 1.12.2. the Supplier shall produce a revised draft Documentary Deliverable, incorporating all agreed changes, with changes clearly highlighted, for review by the Buyer in accordance with the Document Review Plan; and
- 1.12.3. the Buyer shall review the revised draft Documentary Deliverable in order to determine whether the agreed changes have been made and whether the revised draft now meets the applicable Quality Criteria or not and shall notify the Supplier of the outcome of this review, in accordance with the Document Review Plan.
- 1.13. Where the Buyer rejects the revised draft Documentary Deliverable, the Buyer shall notify the Supplier of the reasons for its rejection of the draft. In this event, the Supplier shall liaise with the Buyer to understand and complete the necessary changes and shall issue a further revised draft Documentary Deliverable for review and Approval.
- 1.14. The Supplier shall inform the Buyer of any failure or likely failure to meet a date in the Document Review Plan as soon as such failure becomes known to the Supplier.
- 1.15. The Document Review Plan may only be changed with the Buyer's prior written consent, such consent not to be unreasonably withheld or delayed.

Approval Success

- 1.16. If all applicable Acceptance Criteria are met in accordance with the Document Approval Procedure and the applicable Document Review Plan, the Buyer shall notify the Supplier of Approval Success as follows:
 - 1.16.1. the Document Approval Procedure shall be recorded as successful where at the end of the review all the relevant Quality Criteria for the review are met and the Buyer has notified the Supplier in writing by means of an Approval Certificate/Email/Minutes ("**Approval Success**").

Approval Failure

CLAUSES AND SCHEDULES

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1.17. If all applicable Quality Criteria are not met by the planned approval date and in accordance with the Document Approval Procedure, the Buyer shall notify the Supplier of approval failure and the following shall apply:

1.17.1. the Document Approval Procedure shall record an approval failure where at the end of the review any of the relevant Quality Criteria for a review are not met ("**Approval Failure**"). The Buyer may notify the Supplier of the reasons for such Approval Failure;

1.17.2. where there is an Approval Failure pursuant to Paragraph 1.27.1 of this Annex 3, the Buyer may fix revised dates in the Document Review Plan and the Supplier shall correct the errors which caused the Approval Failure, and the Document Approval Procedure shall be re-performed according to such revised dates;

1.17.3. if an Approval Failure (or any proposed extension to the planned approval date following such Approval Failure) results in or is likely to result in the failure by the Supplier to Achieve a Milestone, then without prejudice to the Buyer's other rights and remedies under this Contract, Clause 1.6 (Implementation Plan and Delays) shall apply as appropriate; and

1.17.4. each Party shall bear its own costs in respect of the Document Approval Procedure, unless there is an Approval Failure in which case the Supplier shall pay any costs incurred by the Buyer in further review or re-trialling of a Documentary Deliverable pursuant to Paragraph 1.27.2 of this Annex 3 or as a result of an Approval Failure.

Annex 4 – Assumptions

[REDACTED]

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)
ITT: VIIP

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5
[REDACTED]

S2 TESTING PROCEDURES

1. DEFINITIONS

In this Schedule S2 (Testing Procedures), the following definitions shall apply:

“Component” any constituent parts of the infrastructure for a Service, hardware or Software;

“Material Test Issue” a Test Issue of Severity Level 1 or Severity Level 2;

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“Severity Level”	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
“Test Certificate”	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable has satisfied its relevant Test Success Criteria;
“Test Issue”	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
“Test Issue Threshold”	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 Issue Management Log”	a log for the recording of Test Issues as described further in Paragraph 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.;
“Test Plan”	<p>a plan:</p> <p>(a) for the Testing of Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones,</p> <p>as described further in Paragraph TEST PLANS;</p>
“Test Reports”	the reports to be produced by the Supplier setting out the results of Tests;
“Test Specification”	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph TEST SPECIFICATION;
“Test Strategy”	a strategy for the conduct of Testing as described further in Paragraph TEST STRATEGY;
“Test Success Criteria”	in relation to a Test, the test success criteria for that Test as referred to in Paragraph TEST SUCCESS CRITERIA;

CLAUSES AND SCHEDULES

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“Test Witness” any person appointed by the Buyer pursuant to Paragraph The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.; and

“Testing Procedures” the applicable testing procedures and Test Success Criteria set out in this Schedule S2 (Testing Procedures).

2. RISK

2.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall:

2.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete and will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

2.1.2 extinguish the Buyer'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 Milestone Achievement Certificate relates.

2.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

2.2.1 the Services are implemented in accordance with this Contract; and

2.2.2 each Service Level is met in accordance with this Contract.

3. TESTING OVERVIEW

3.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications.

3.2 The Supplier shall not submit any Deliverable for Testing:

3.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

3.2.2 until the Buyer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and

3.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

CLAUSES AND SCHEDULES

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- 3.3 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.
- 3.4 Prior to the issue of a Test Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.
- 3.5 The Buyer shall not unreasonably withhold or delay approval of any Testing and/or issuance of Test Certificates, a Milestone Achievement Certificates and/or a conditional Milestone Achievement Certificates.
- 3.6 Any Disputes between the Buyer and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

4. TEST STRATEGY

The Supplier shall develop the final Test Strategy as soon as practicable after the Commencement Date and submit for approval in accordance with the relevant gate, of the Transition Framework. (or such other period as the Parties may agree in writing).

4.1 The final Test Strategy shall include:

- 4.1.1 an overview of how Testing will be conducted in accordance with the Implementation Plan;
 - 4.1.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 4.1.3 the method for mapping the expected Test results to the Test Success Criteria;
 - 4.1.4 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
 - 4.1.5 the procedure to be followed to sign off each Test;
 - 4.1.6 the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
 - 4.1.7 the names and contact details of the Buyer's and the Supplier's Test representatives;
 - 4.1.8 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Buyer and/or third party involvement in the conduct of the Tests;
- (a) the technical environments required to support the Tests; and

CLAUSES AND SCHEDULES

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- (b) the procedure for managing the configuration of the Test environments.

5. TEST PLANS

5.1 The Supplier shall develop Test Plans and submit these for the approval of the Buyer 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 agree in writing) prior to the start date for the relevant Testing (as specified in the Implementation Plan).

5.2 Each Test Plan shall include as a minimum:

5.2.1 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;

5.2.2 a detailed procedure for the Tests to be carried out, including:

- (a) the timetable for the Tests, including start and end dates;
- (b) the Testing mechanism;
- (c) dates and methods by which the Buyer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
- (d) the mechanism for ensuring the quality, completeness and relevance of the Tests;
- (e) the format and an example of Test progress reports and the process with which the Buyer accesses daily Test schedules;
- (f) the process which the Buyer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
- (g) the Test Schedule;
- (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.

5.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Buyer in the Test Plans.

6. TEST SUCCESS CRITERIA

The Test Success Criteria for each Test that must be Achieved for the Supplier to Achieve a Milestone shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph TEST PLANS.

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7. TEST SPECIFICATION

7.1 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 ten (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).

7.2 Each Test Specification shall include as a minimum:

7.2.1 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 Buyer and the extent to which it is equivalent to live operational data;

7.2.2 a plan to make the resources available for Testing;

7.2.3 Test scripts;

7.2.4 Test pre-requisites and the mechanism for measuring them; and

7.2.5 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.

8. TESTING

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

8.2 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 TEST WITNESSING.

8.3 The Supplier shall notify the Buyer at least ten (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 Buyer shall ensure that the Test Witnesses attend the Tests, except where the Buyer has specified in writing that such attendance is not necessary.

8.4 The Buyer may raise and close Test Issues during the Test witnessing process.

8.5 The Supplier shall provide to the Buyer in relation to each Test:

8.5.1 a draft Test Report not less than two (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

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- 8.5.2 the final Test Report within five (5) Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 8.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 8.6.1 an overview of the Testing conducted;
 - 8.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 8.6.3 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;
 - 8.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 8.6.5 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 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.; and
 - 8.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

9. TEST ISSUES

- 9.1 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.
- 9.2 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 Buyer upon request.
- 9.3 The Buyer 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 (as defined in Schedule 4 (Dispute Resolution Procedure) of this Contract).

CLAUSES AND SCHEDULES

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10. TEST WITNESSING

10.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

10.2 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.

10.3 The Test Witnesses:

10.3.1 shall actively review the Test documentation;

10.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer 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;

10.3.3 shall not be involved in the execution of any Test;

10.3.4 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;

10.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

10.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

10.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

11. TEST QUALITY AUDIT

11.1 Without prejudice to its rights pursuant to Clause 29.2 (Records and Audit), the Buyer 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.

11.2 The focus of the Testing Quality Audits shall be on:

11.2.1 adherence to an agreed methodology;

11.2.2 adherence to the agreed Testing process;

11.2.3 adherence to the Quality Plan;

11.2.4 review of status and key development issues; and

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11.2.5 identification of key risk areas.

11.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

11.4 The Buyer will give the Supplier at least five (5) Working Days' written notice of the Buyer'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 Buyer will materially and adversely impact the Implementation Plan.

11.5 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 S2, the Buyer witnessing Tests and demonstrations of the Deliverables to the Buyer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Buyer 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 Buyer to enable it to carry out the Testing Quality Audit.

11.6 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall:

11.6.1 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

11.6.2 subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

11.7 In the event of an inadequate response to the Buyer's report from the Supplier, the Buyer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

12. OUTCOME OF TESTING

12.1 The Buyer shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

12.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

12.2.1 the Buyer may issue a Test Certificate conditional upon the remediation of the Test Issues;

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12.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Buyer 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

12.2.3 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 Buyer's other rights and remedies, such failure shall constitute a material Default unless such failure to satisfy Test Success Criteria is due to Buyer's failure to comply with Buyer Responsibilities or Other Supplier cause..

12.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this 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, unless such failure to satisfy Test Success Criteria is due to Buyer's failure to comply with Buyer Responsibilities or Other Supplier cause.

13. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE

13.1 The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

13.1.1 the issuing by the Buyer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

13.1.2 performance by the Supplier to the reasonable satisfaction of the Buyer 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).

13.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing).

13.3 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out:

13.3.1 the applicable Test Issues ; and

13.3.2 any other reasons for the relevant Milestone not being Achieved.

13.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Milestone Achievement Certificate.

CLAUSES AND SCHEDULES

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13.5 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default unless such failure to satisfy Test Success Criteria is due to Buyer's failure to comply with Buyer Responsibilities or Other Supplier cause.

13.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

13.6.1 any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out:); and

13.6.2 where the Buyer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

14 ISSUE OF A SITE TRANSITION CERTIFICATE

14.1 Where the Supplier has completed all applicable Implementation Services for the transition of a Buyer Site into Operational Service the Supplier shall:

- (a) carry out applicable Tests in accordance with this Schedule 2 and any relevant Test Plan; and
- (b) provide to the Buyer evidence that the relevant Buyer Site meets the requirements of this Contract for Operational Service to commence, including:
 - I. evidence that all Implementation Services have been completed in accordance with the Implementation Plan, Schedule 1 (implementation) and Schedule 2 Annex C (Transition Requirements);
 - II. evidence that the Test Success Criteria have been met and there are no Test Issues beyond those specified in the Transition Requirements as being permitted;
 - III. copies of Milestone Achievement Certificates for any applicable ATP Milestones; and
 - IV. an Approved Post Go Live Report for the Authority Site in accordance with the Transition Requirements

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- 14.2 The Buyer will review such evidence and, subject to Paragraph 14.3, issue a Site Transition Certificate in the form set out in Annex 5 to this Schedule 2.
- 14.3 The Supplier shall provide any additional information or assistance reasonably requested by the Buyer in order to satisfy it that a Site Transition Certificate can be issued in respect of a Buyer Site or Buyer Sites.
- 14.4 The Supplier must comply with Paragraph 14.1(b) in relation to each Buyer Site but for the avoidance of doubt, the Supplier may submit the required evidence for more than one Buyer Site at the same time.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

Severity Level 1 Test Issue: a Test Issue 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;

Severity Level 2 Test Issue: a Test Issue for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

- (a) causes a Component to become unusable;
- (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- (c) has an adverse impact on any other Component(s) or any other area of the Services;

Severity Level 3 Test Issue: a Test Issue which:

- (a) causes a Component to become unusable;
- (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- (c) has an impact on any other Component(s) or any other area of the Services; but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

Severity Level 4 Test Issue: a Test Issue 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 Services; and

Severity Level 5 Test Issue: a Test Issue 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 Services

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)
ITT: VIIP

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ANNEX 2: TEST CERTIFICATE

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF BUYER]**

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: **[insert description of Deliverables]**

We refer to the contract (the “**Contract**”) relating to the provision of the Services between the **[name of Buyer]** (the “**Buyer**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that 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 The Buyer shall issue a Test Certificate as soon as reasonably practicable when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues. of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

***delete as appropriate** Yours

faithfully

[Name]

[Position] acting on behalf of

[name of Buyer] **ANNEX 3:**

MILESTONE ACHIEVEMENT

CERTIFICATE

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF BUYER]**

[Date]

Dear Sirs,

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES

Security Classification (Official)
ITT: VIIP

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MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: **[insert description of Milestone]**

We refer to the contract (the “**Contract**”) relating to the provision of the Services between the **[name of Buyer]** (the “**Buyer**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that all the Deliverables relating to Milestone **[number]** have been tested successfully in accordance with the Test Plan relevant to this Milestone [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 Milestone Achievement Certificate is granted pursuant to Paragraph The Buyer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following: of Schedule S2 (Testing Procedures) of the 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 Schedule 2 (Charges and Invoicing)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of **[name of Buyer]**

ANNEX 4: SITE TRANSITION CERTIFICATE

To: **[NAME OF SUPPLIER]**

FROM: **[NAME OF BUYER]**

[Date]

To Whom It May Concern,

SITE TRANSITION CERTIFICATE

Site Transition complete and in receipt of the Operational Services: **[Buyer Site Name(s)]**

We refer to the agreement (the “**Contract**”) relating to the provision of the Services between the **[name of Buyer]** (the “**Buyer**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

CLAUSES AND SCHEDULES

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Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) or **Error! Reference source not found.** of the Contract.

In accordance with Paragraph 14.2 of Schedule 14 (*Testing Procedures*), we confirm that **[Buyer Site Name(s)]** in accordance with the **[cutover plan name]** and **[Request for Change reference]** has been tested successfully in accordance with the Test Plan and has Achieved the requirements for Operational Service to commence.

The Operational Service Commencement Date for **[Buyer Site Name(s)]** is: **[insert date of this certificate]**

Yours faithfully

[Name]

[Position]

acting on behalf of **[name of Buyer]**

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

Version Control Table			
Issue No:	Issue Date:	Issue Author:	Reason for Issu:
2.0	16/09/2024	MoJ	Baselined version following ITT, ready for contract finalisation.

CLAUSES AND SCHEDULES

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S3 SECURITY REQUIREMENTS PART A – SHORT FORM SECURITY REQUIREMENTS

1. DEFINITIONS

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

"Security Man- the Supplier's security management plan prepared pursuant to this Schedule and any Milestone Delivery Plan
agement Plan" and as updated from time to time.

2. COMPLIANCE WITH SECURITY REQUIREMENTS AND UPDATES

- 2.1. The Supplier shall comply with the Security Policy, the requirements of this Schedule S3 (Security Requirements), and any security requirements specified in a Milestone Delivery Plan including a Security Management Plan (if any) and shall ensure that each Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.2. Where the Security Policy applies, the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.3. 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 Services it may propose a Change to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be subject to the Change Control Procedure.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 2.4. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Change Control Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.
- 2.5. All processing of Buyer Data (including all storage and transmission) shall be performed by the Supplier exclusively within the Buyer System using the Buyer's end user computing devices (e.g. laptops), unless otherwise agreed in writing by the Buyer. Should the Buyer agree to Buyer Data being processed on the Supplier's System and / or using the Supplier's end user computing devices (e.g. laptops), the Supplier may be required to comply with additional Standards and / or additional terms within this Schedule S3 (Security Requirements).
- 2.6. Either Party shall raise security risks, issues and dependencies on the Buyer's project logs as soon as the relevant Party becomes aware of them, and the Parties shall review such logs and each shall comply with the other's reasonably requested actions to manage and address the risks, issues and dependencies.

3. SECURITY STANDARDS

- 3.1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security, including of the Buyer Data, the Sites, the Target Voice Solution and the Voice Transition.
- 3.2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1. is in accordance with the Law and this Contract;

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 3.2.2. as a minimum demonstrates Good Industry Practice;
 - 3.2.3. meets any specific security threats of immediate relevance to the Services and/or the Buyer Data; and
 - 3.2.4. where specified by the Buyer in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
- 3.3. The Acceptance Criteria for Deliverables shall (unless otherwise agreed under the relevant Milestone Delivery Plan) require the same level of security in the Deliverables as the level set out in Paragraph 3.2 and shall include:
- 3.3.1. assessment of Deliverables as being within the Statement of Information Risk Appetite (SIRA); and
 - 3.3.2. compliance with the Standards.
- 3.4. The references to standards, guidance and policies contained or set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.5. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

CLAUSES AND SCHEDULES

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4. SECURITY MANAGEMENT PLAN Introduction

- 4.1. Subject to Paragraph 4.2, the Supplier shall develop and maintain a Security Management Plan in accordance with this Part A of Schedule S3 (Security Requirements). The Supplier shall thereafter comply with its obligations set out in the Security Management Plan. The Buyer may require as a condition of approval of the first Milestone Delivery Plan, development of a Security Management Plan. Until such a Milestone Delivery Plan is in place, the Supplier shall not be required to develop a Security Management Plan.
- 4.2. The Buyer may require as a condition of approval of any Milestone Delivery Plan, updates to the Security Management Plan.

Content of Security Management Plan

- 4.3. The Security Management Plan shall:
- 4.3.1. comply with the principles of security set out in Paragraph 3.2 and any other provisions of this Contract relevant to security;
 - 4.3.2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - 4.3.3. detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Buyer with access to the Services, processes associated with the provision of the Services, the Buyer Premises, the Sites and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;

CLAUSES AND SCHEDULES

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- 4.3.4. be developed to protect all aspects of the Services and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any IT, information and data (including the Buyer's Confidential Information and the Buyer Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- 4.3.5. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Contract;
- 4.3.6. set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph 2 the Security Policy;
- 4.3.7. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Part A Schedule S3 (Security Requirements); and
- 4.3.8. meet all requirements described in any Milestone Delivery Plan in relation to the Security Management Plan.

CLAUSES AND SCHEDULES

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Development of the Security Management Plan

- 4.3.9. Where a Milestone Delivery Plan requires the development or update of a Security Management Plan in accordance with Paragraph 4.2, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan within twenty (20) Working Days of the date of the Milestone Delivery Plan, or such other period as may be specified in the relevant Milestone Delivery Plan.
- 4.3.10. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3 or any subsequent revision to it in accordance with Paragraph 4, is approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Part A Schedule S3 (Security Requirements). If the Security Management Plan is not approved, the Supplier shall amend it within ten (10) Working Days of a notice of nonapproval from the Buyer and re-submit to the Buyer for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.11. The Buyer shall not unreasonably withhold or delay its decision to approve or not the Security Management Plan pursuant to Paragraph 4.5. However, a refusal by the Buyer to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.3 shall be deemed to be reasonable.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

4.3.12. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.5 or of any change to the Security Management Plan in accordance with Paragraph 4 shall not relieve the Supplier of its obligations under this Part A Schedule S3 (Security Requirements).

Amendment of the Security Management Plan

4.3.13. The Security Management Plan shall be fully reviewed by the Supplier upon agreement of each subsequent Milestone Delivery Plan that requires the development of a Security Management Plan in accordance with Paragraph 4.2, and updated by the Supplier as required for the relevant Deliverables, including to take account of:

4.3.13.1. emerging changes in Good Industry Practice;

4.3.13.2. any change or proposed change to the Services and/or associated processes;

4.3.13.3. where necessary in accordance with Paragraph 2.1, any change to the Security Policy;

4.3.13.4. any new perceived or changed security threats; and

4.3.13.5. any reasonable change in requirements requested by the Buyer.

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

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 4.3.14.1. suggested improvements to the effectiveness of the Security Management Plan;
- 4.3.14.2. updates to the risk assessments; and
- 4.3.14.3. suggested improvements in measuring the effectiveness of controls.
- 4.3.15. Subject to Paragraph 4.11, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.8, a request by the Buyer or otherwise) shall be subject to the Change Control Procedure.
- 4.3.16. The Buyer may, acting reasonably, approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. SECURITY BREACH

- 5.1. Upon becoming aware of any Breach of Security or any potential or attempted Breach of Security:
 - 5.1.1. Supplier Personnel shall notify the Buyer by following the 'report a security incident' instructions on the Buyer's intranet at <https://intranet.justice.gov.uk/guidance/security/report-a-security-incident/>; and

CLAUSES AND SCHEDULES

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5.1.2. the Party that becomes aware of the relevant breach event shall, as soon as practicable, notify the other's representative (Buyer Representative or Supplier Representative, as the case requires) or if that representative is not available, then a manager of the other party;

5.1.3. unless otherwise agreed in the Security Management Plan.

5.2. Without prejudice to the instructions and/or processes referred to in Paragraph 5.1, upon becoming aware of any of the circumstances referred to in Paragraph 5.1 the Supplier shall:

5.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

5.2.1.1. minimise the extent of actual or potential harm caused by any Breach of Security;

5.2.1.2. remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

5.2.1.3. prevent an equivalent breach in the future exploiting the same cause failure; and

5.2.1.4. as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan, if applicable) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

CLAUSES AND SCHEDULES

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- 5.3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance with the Security Policy, this Part A Schedule S3 (Security Requirements) or the security requirements of a Milestone Delivery Plan including the Security Management Plan, (where applicable in accordance with Paragraph 2.1) then any required change to the Security Management Plan shall be at no cost to the Buyer.

6. SECURITY OF SUPPLIER PERSONNEL

- 6.1. All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such preemployment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record.
- 6.2. The Parties shall review the roles and responsibilities of Supplier Personnel who will be involved in the provision of the Services in order to enable the Authority to determine the required level of national security vetting clearance per role in accordance with the Cyber and Technical Security Guidance published at <https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>.
- 6.3. The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 6.1 and 6.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

CLAUSES AND SCHEDULES

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6.4. The Supplier shall arrange regular (at least annual or as otherwise agreed by the Buyer) training on secure information management principles for all Supplier Personnel with access to the Buyer System or Buyer Data.

6.5. When Supplier Personnel cease working on the Services (including end of employment), the Supplier shall notify the Buyer of the need to remove access rights within one (1) Working Day.

7. PHYSICAL AND ENVIRONMENTAL SECURITY

7.1. The Supplier shall apply the physical and environmental protection controls in place at the Sites, and where Sites are under the control of the Supplier it shall ensure that such controls are in place to provide the levels of security required under Paragraph 3.2.

PART B – LONG FORM SECURITY REQUIREMENTS

Not used.

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5 [REDACTED]

S4 STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Employee all claims, actions, proceedings, orders, demands, complaints,
Liability" investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

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

- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- 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"

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

"Partial Termination"

the partial termination of this Contract to the extent that it relates to the provision of any part of the Services;

"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, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"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);
"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;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their date of birth, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party;

- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (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;

"Term"

the period commencing on the Commencement Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of this Contract;

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Replacement Supplier or Replacement Sub-Contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

- 3.1 The Parties agree that:

(a) Part C of this Schedule S4 (Staff Transfer) shall apply and Part D of this Schedule S4 (Staff Transfer) may apply; and

- 3.1.1 Part E of this Schedule S4 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

PART A - STAFF TRANSFER AT THE COMMENCEMENT DATE

Outsourcing from the Buyer Not applicable

PART B - STAFF TRANSFER AT THE COMMENCEMENT DATE

Transfer from a former supplier on re-procurement Not applicable

PART C – NO STAFF EXPECTED TO TRANSFER ON THE COMMENCEMENT DATE

1. WHAT HAPPENS IF THERE IS A STAFF TRANSFER

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer claims, or it is determined in relation to any employee of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - 1.2.5 the Buyer will indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2;.
- 1.3 The indemnity in Paragraph 1.2 shall not apply to any claim:

- 1.3.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-Contractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnity in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-Contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the SubContractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the SubContractor.

PART D – PENSIONS

1. DEFINITIONS

1.1 In this Part D, the following definitions shall apply and shall be deemed to include the definitions set out in the Annexes:

"Actuary" a Fellow of the Institute and Faculty of Actuaries;

"Admission Agreement" means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;

"Broadly Comparable" (a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and

(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and **"Broad Comparability"** shall be

construed accordingly; **"CSPA"** the schemes as defined in Annex D1 to this Part D;

"Fair Deal Employees" those:

(a)

(b)

- (c) employees to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-Contractor, and whose employment is not terminated in accordance with the provisions of Paragraph 1.2.4 of Part C;

(d)

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes" means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary" means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS" the schemes as defined in Annex D3 to this Part D;

"NHSPS" the schemes as defined in Annex D2 to this Part D;

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes" means the CSPA, NHSPS or LGPS.

2. SUPPLIER OBLIGATIONS TO PARTICIPATE IN THE PENSION SCHEMES

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. SUPPLIER OBLIGATION TO PROVIDE INFORMATION

3.1 The Supplier undertakes to the Buyer:

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. INDEMNITIES THE SUPPLIER MUST GIVE

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-Contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA

Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

- 4.2 The Supplier hereby indemnifies the NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-Contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-Contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-Contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

- 4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 19.

5. WHAT HAPPENS IF THERE IS A DISPUTE

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the Buyer and/or the Supplier; and

- 5.1.3 whose expenses shall be borne equally by the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. OTHER PEOPLE'S RIGHTS

- 6.1 The Parties agree Clause 52 does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. WHAT HAPPENS IF THERE IS A BREACH OF THIS PART D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate this Contract for material Default in the event that the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. TRANSFERRING NEW FAIR DEAL EMPLOYEES

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. WHAT HAPPENS TO PENSIONS IF THIS CONTRACT ENDS

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. BROADLY COMPARABLE PENSION SCHEMES

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the

Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-Contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its SubContractors shall):
- 10.2.1 supply to the Buyer details of its (or its Sub-Contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
 - 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
 - 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-Contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-Contractor's Broadly Comparable pension scheme is terminated;
 - 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable

pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-Contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the

Supplier and any Sub-Contractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

ANNEX D1 – CIVIL SERVICE PENSIONS SCHEMES (CSPS)

1. DEFINITIONS

1.1 In this Annex D1: CSPS to Part D: Pensions, the following definition shall apply:

"CSPS Admission Agreement" an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;

"CSPS Eligible Employee" any Fair Deal Employee who at the relevant time is an eligible **Employee** employee as defined in the CSPS Admission Agreement; and

"CSPS" the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme.

2. ACCESS TO EQUIVALENT PENSION SCHEMES AFTER TRANSFER

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a

CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

ANNEX D2 – NHS PENSION SCHEMES N/A ANNEX D2 –

LOCAL GOVERNMENT PENSION SCHEMES (LGPS) N/A

PART E – STAFF TRANSFER ON EXIT

1. OBLIGATIONS BEFORE A STAFF TRANSFER

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract; and
- 1.1.3 the date which is 12 Months before the end of the Term; or
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-Contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

- 1.4 The Supplier warrants, for the benefit of the Buyer, 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 1.1.1, 1.1.2 and 1.1.3, 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, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not 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 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
 - 1.5.3 not 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 not 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 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
 - 1.5.6 not 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;

- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-Contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement SubContractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or reengage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or

employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

- 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
- 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-Contractor in the provision of the Services on the expiry or termination of this Contract.

- 1.6 On or around each anniversary of the Commencement Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
- 1.6.4 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 Buyer, 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 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement SubContractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. STAFF TRANSFER WHEN THE CONTRACT ENDS

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier or relevant Sub-Contractor and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10 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 provide comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and but excluding) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result

of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity 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.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee who is not identified in the Supplier's Final Supplier or Sub-Contractor Personnel List claims, or it is determined in relation to any employees of the Supplier or any Sub-Contractor, that his/her contract of employment has been transferred from the Supplier or Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations then.
 - 2.5.1 the Replacement Supplier and/or Replacement Sub-Contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
 - 2.5.2 the Supplier may offer or procure that a Sub-Contractor may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-Contractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-Contractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier

and/or Replacement Sub-Contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-Contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's or Sub-Contractor's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixedterm employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor, or

2.6.2 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.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-Contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer 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.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its SubContractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 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 Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any SubContractor (as applicable) to comply with its obligations under the Employment Regulations,

or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

S5 BENCHMARKING

CLAUSES AND SCHEDULES

Confidential and Subject to contract

The S5 Benchmarking does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT

Security Classification (Official)

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

CLAUSES AND SCHEDULES

Confidential and Subject to contract

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
SCHEDULES**

ITT: VIIP **CLAUSES AND**

Confidential and Subject to contract

S6 BUSINESS CONTINUITY AND DISASTER RECOVERY

**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
SCHEDULES**

ITT: VIIP **CLAUSES AND**

Confidential and Subject to contract

The S6 Business Continuity and Disaster Recovery does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

CLAUSES AND SCHEDULES

Confidential and Subject to contract

S7 CONTINUOUS IMPROVEMENT**1. SUPPLIER'S OBLIGATIONS**

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Services with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Services, which must include regular reviews with the Buyer of the Services and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Services. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and

CLAUSES AND SCHEDULES

1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.

1.5 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

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1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

1.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.

1.8 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.5:

1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and

1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

CLAUSES AND SCHEDULES

- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
- 1.12 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

LOTS 2, 3 AND 5

ITT: VIIP

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT

Security Classification (Official)

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

CLAUSES AND SCHEDULES

**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
SCHEDULES**

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S8 GUARANTEE

This Schedule S8 Guarantee does not align contractually with our intentions for the forthcoming contract and will therefore not be used within our terms.

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT

Security Classification (Official)

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

CLAUSES AND SCHEDULES

**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
SCHEDULES**

ITT: VIIP **CLAUSES AND**

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S9 MOD TERMS

The S9 MOD Terms does not align contractually with our intentions for the forthcoming contract and is therefore not being used within our terms.

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

CLAUSES AND SCHEDULES

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S10 PROJECTS REQUESTS**1. DEFINITIONS**

1.1. In this Schedule S10 (Project Requests), the following definitions shall apply:

“Outline Project Plan”	means in relation to a Project, the plan set out in section 6 of the relevant Project Work Order;
“Project Plan”	a statement of how and when a Project's objectives are to be achieved, by showing the major products, Milestones, activities, deliverables and resources required on the Project;
“Project Proposal”	has the meaning given to it in paragraph 4.5 of this Schedule S11 (Project Requests);
“Project Request”	means a request from the Buyer in relation to a proposed Project in accordance with paragraph 4.2 of this Schedule S11 (Project Requests);
“Project Work Order Meeting”	has the meaning given to it in paragraph 5.4 of this Schedule S11 (Project Requests);
“Request”	a Project Request;

2. INTRODUCTION

2.1. This Schedule S10 (Project Requests) sets out the procedures for dealing with Project Requests.

2.2. If the Parties' agreement of any Project Work Order (including any subsequent changes to them), shall require a Change to be made to the Contract, then in accordance with Clause 49.1 such Changes shall be subject to the Change Control Procedure.

CLAUSES AND SCHEDULES

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2.3. The Buyer shall provide the Supplier with the details of the individuals who are authorised by the Buyer to raise and approve Requests and shall notify the Supplier of any changes made by the Buyer to the list of authorised individuals during the Contract Period.

2.4. The Supplier shall:

2.4.1. respond to a Request in accordance with paragraphs 3.3 to 3.8 inclusive and 4.4 to 4.7 inclusive; and

2.4.2. deliver, perform or otherwise implement the Services set out in the Request, in a timely manner consistent with the relevant lead times agreed in accordance with this Schedule S11 (Project Requests).

2.5. The procedures in this Schedule S10 (Project Requests) shall not be used to request Contract Changes which shall be dealt with in accordance with Clause 49.1 (Change Control Procedure).

2.6. A Request that relates to a Project Work Order shall only be valid when signed by an authorised individual as notified to the Supplier by the Buyer in accordance with paragraph 2.3.

2.7. Each Party shall be responsible for its own costs incurred in proposing, preparing, discussing, negotiating and agreeing any Request.

2.8. Any Charges applicable to any Request that are agreed by the Buyer in accordance with this Schedule shall be payable in accordance with Schedule 2 (Charges and Invoicing).

2.9. The Supplier acknowledges that the Buyer is not obliged to raise Project Requests and provides no guarantee to the Supplier on the volume, value or quantity of any Projects that the Buyer may require under this Contract (if any) and that nothing shall

CLAUSES AND SCHEDULES

Confidential and Subject to contract

prevent the Buyer from receiving services that are the same or similar to any services that may be covered by a Project from any third party.

2.10. The Supplier shall ensure that:

2.10.1. all the Registers, including any asset, licensing, warranty and/or configuration management information, are updated in as close to real time as possible (and in any event no later than 24 hours following the installation, removal or movement) to reflect the changes which have resulted from the installation, removal or movement of assets and initiation of Services;

2.10.2. all Request related activities are co-ordinated to optimise use of resources.

3. PROJECT REQUESTS

3.1. The Buyer may issue a Project Request to the Supplier in accordance with the process set out in this paragraph 4 (the "Project Initiation Process").

3.2. A Project Request shall include the following (to the extent relevant):

3.2.1. a brief context, identifying the positioning of the intended Project in the Buyer's IT strategy, targets, timescales and objectives;

3.2.2. a detailed statement of the Buyer's requirements for the intended Project (including scope);

3.2.3. the objectives and goals of the intended Project and its contribution to the Buyer's business objectives;

3.2.4. the charging basis proposed by the Buyer for the intended Project (which may be Milestone Payments, fixed price, time and materials or capped time and materials) by reference to the relevant paragraph of Schedule 2 (Charges and

CLAUSES AND SCHEDULES

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Invoicing) and any guidance, which the Buyer wishes the Supplier to consider, in respect of pricing mechanisms;

3.2.5. details of any standard estimating tool that the Buyer proposes be used by the Supplier for estimating resources;

3.2.6. any known technical, time or any other constraints;

3.2.7. key assumptions and any known risks;

3.2.8. whether Testing is required in accordance with S2 (Testing Procedures) or approval of Documentary Deliverables in accordance with the Document Approval Procedure;

3.2.9. the proposed Milestones and proposed Test Success Criteria for the intended Project;

3.2.10. details of the Project Test Strategy (if any) relevant to the intended Project; and

3.2.11. the desired level of progress reporting.

3.3. The Buyer may at its reasonable discretion, at any time prior to the execution of a Project Work Order in accordance with paragraph 6.1 below, terminate the Project Initiation Process for such intended Project by providing written notice to that effect to the Supplier.

3.4. If in the reasonable opinion of the Supplier, the Project Request fails to comply with the requirements of paragraph 4.2, the Supplier shall notify the Buyer in writing and explain its reasons within five (5) Working Days of receipt of the Project Request and the Parties shall seek to agree the most appropriate means of remedying such failures.

CLAUSES AND SCHEDULES

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PROJECT PROPOSALS

3.5. The Supplier shall provide to the Buyer in response to each Project Request received by the Supplier which complies with the requirements of paragraph 4.2:

3.5.1. a Proposal Document; or

3.5.2. where agreed with the Buyer in advance, a draft Project Work Order prepared in accordance with paragraph 5, (a "Project Proposal") within twenty (20) Working Days or such other time period as is reasonably requested by the Buyer and agreed by the Buyer and the Supplier (taking into account the nature and complexity of the Project Request in question).

3.6. Each Project Proposal shall be clear and unambiguous and set out all information necessary, and in sufficient detail, to allow a preliminary assessment by the Buyer of the relevant intended Project, including the following information as a minimum:

3.6.1. outline approach, work breakdown structure (i.e. the appropriate Milestones (including any Milestones which attract Milestone Payments) key Deliverables, timescales and estimated number of each type of resource required, based on any estimating tool referred to in paragraph 4.2.5) and Project Implementation Plan. Wherever possible, the Supplier shall use Catalogue Items where relevant to the Project;

3.6.2. an Outline Project Plan;

3.6.3. details of any required third party service in relation to the intended Project including:

3.6.3.1. the nature of the required third party service and anticipated charges; and

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 3.6.3.2. the identity of the proposed third party supplier who shall provide the required third party service;
- 3.6.4. key assumptions (including any cost assumptions) and anticipated risks;
- 3.6.5. any additional Buyer Responsibilities specific to the intended Project (if any);
- 3.6.6. an assessment as to whether:
 - 3.6.6.1. any element of the Services which would be required in respect of that intended Project are already being provided by the Supplier under this Contract; and
 - 3.6.6.2. where the result of the Supplier's assessment is that the intended Project would be best delivered by an alternative means (for example, by a Service Request), details of the Supplier's recommendations as to the most appropriate means of delivery for the intended Project;
- 3.6.7. if the Supplier reasonably determines that Testing or Approval of Documentary Deliverables in accordance with the Document Approval Procedure will be required in respect of the intended Project (whether or not the Buyer has identified this itself in the Project Request);
- 3.6.8. the charges proposed by the Supplier with reference to the prices set out in the relevant paragraph of Schedule 2 (Charges and Invoicing) which would be payable by the Buyer for undertaking the intended Project in accordance with the charging basis proposed by the Buyer in the Project Request as set out in paragraph 4.2.4 above. Such charges shall include the costs of complying with the Test Success Criteria;
- 3.6.9. any proposals in respect of funding or alternative pricing or new pricing mechanisms that the Supplier wishes the Buyer to consider;

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3.6.10. details of any proposed Reimbursable Expenses;

3.6.11. comments upon the Test Success Criteria (if any) proposed by the Buyer for the intended Project;

3.6.12. outline details of the possible impact of the intended Project upon major works (for example implementation of the Contract, exit or other Projects) and/or of major works upon the intended Project together with details of the Supplier's recommendations for addressing such possible impact.

3.7. Where in the reasonable opinion of the Buyer, any Project Proposal fails to set out in sufficient detail the information required by paragraph 3.6 to enable the Buyer to carry out its initial assessment of an intended Project: the Supplier shall, to the extent reasonably practicable, remedy any such failing within such time-scales as are reasonably requested by the Buyer, or in the absence of such request, five (5) Working Days.

4. PROJECT WORK ORDERS

4.1. Following review of a Project Proposal, the Buyer shall within a reasonable period, and in any event, within thirty (30) days of receipt of the Project Proposal from the Supplier, notify the Supplier whether it wishes to consider the Project further, and if so shall require the Supplier to produce a draft Project Work Order within ten (10) Working Days of the Buyer's notice (or such other time period as may be agreed by the Parties), for agreement by the Buyer.

4.2. As part of the production of each such Project Work Order, the Parties shall also seek to collaborate and cooperate with Other Suppliers to establish the impact of the intended Project on Other Suppliers, and / or other Project or intended Project and adjust the intended Project accordingly to reasonably take into account any such impact.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 4.3. Each Project Work Order shall, unless otherwise agreed by the Parties, be in accordance with the structure as outlined in Annex 1.
- 4.4. Following production of a draft Project Work Order in accordance with paragraph 5.2, and where requested by the Buyer, the Parties shall jointly establish (as appropriate) a project board which shall meet as soon as practicable on a date agreed between the Parties ("Project Work Order Meeting"). The Project Board shall establish the appropriate governance, risk management processes and any specific reporting requirements for each Project. At the Project Work Order Meeting the Parties shall further consider the intended Project and shall review the information set out in the draft Project Work Order with a view to agreeing the final agreed contents of the Project Work Order in question, together with any other issues relating to the intended Project as are reasonably raised by each Party.
- 4.5. At each Project Work Order Meeting the Parties may require changes to a relevant draft Project Work Order to be considered at a subsequent Project Work Order Meeting. In these circumstances the Supplier shall submit a revised Project Work Order as soon as reasonably practicable after the meeting. This process shall be repeated as necessary until the draft Project Work Order is agreed by the Parties or the Buyer cancels its requirement for the Project Work Order.

5. PROJECT COMMITMENT

- 5.1. For the avoidance of doubt, if the Parties agree the contents of the draft Project Work Order pursuant to paragraphs 5.4 or 5.5 above, the Supplier shall prepare two copies of a Project Work Order which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Project Work Order it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the Project Work Order shall be binding on both Parties.
- 5.2. Neither Party shall become contractually committed in respect of any Project unless and until such time as a Project Work Order has been executed by both Parties in accordance with paragraph 6.1 above.

CLAUSES AND SCHEDULES

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6. PROJECT COMMENCEMENT

- 6.1. Following execution of the Project Work Order by both Parties, a Project start meeting shall take place (unless the Parties agree otherwise) between the Parties prior to any work being undertaken on that Project.

7. CHANGES TO AGREED PROJECT WORK ORDERS

- 7.1. Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective if the change has been agreed by both Parties in writing.
- 7.2. The mechanism for changes to Project Work Orders shall be for the Supplier to create a revised version of the relevant Project Work Order, including a statement that such revised version supersedes any previous version. The Supplier shall prepare two copies of the revised Project Work Order which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the revised Project Work Order it shall sign both copies and return one copy to the Supplier. On the Buyer's signature the revised Project Work Order shall be binding on both Parties.
- 7.3. The Buyer may, by giving the Supplier prior written notice, require the termination of a Project after it has commenced, in which case the Parties' obligations in respect of the remaining Services shall continue unaffected and a Termination Payment shall only be payable by the Buyer if applicable in accordance with Clause 36.2 and Schedule 2 (Charges and Invoicing).
- 7.4. Termination of a Project in accordance with paragraph 8.3 shall be without prejudice to any right of action or remedy of either Party which has accrued or which subsequently accrues.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

8. SUB-CONTRACTORS AND SUPPLIERS

8.1. The Supplier may engage any Sub-Contractor or third party supplier in relation to any Project subject to the terms of this Schedule and in accordance with this Contract.

8.2. In respect of each Sub-Contractor or third party supplier engaged by the Supplier on its own accord in relation to a Project the Supplier shall, at no cost to the Buyer, ensure that prior to the commencement of any work by that Sub-Contractor or third party supplier in relation to the Project such Sub-Contractor or third party supplier is given appropriate information in relation to the Project which shall include, at a minimum, the following information but only where such information is relevant to the work to be undertaken by the Sub-Contractor or third party supplier:

8.2.1. an overview of the Supplier's and Buyer's respective organisations including background and position in the market (in the case of the Supplier) and the political landscape (in the case of the Buyer);

8.2.2. an overview of the relevant Buyer's organisation(s) to which the Project relates and/or impacts;

8.2.3. an introduction to the Project itself, including the relevant background and its intended contribution to the Buyer's business objectives;

8.2.4. the policies and procedures that are relevant to the Project;

8.2.5. an overview of the composition of the Project team (including the different roles of each member or categories of members) and key stakeholders;

8.2.6. the specific roles, responsibilities and objectives of the Sub-Contractor or third party supplier in relation to the Project (including any relevant background material);

8.2.7. relevant administrative requirements (e.g. time sheets, status reports and project meetings); and

CLAUSES AND SCHEDULES

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8.2.8. any relevant Buyer or Supplier policies or procedures specific to the SubContractor's or third party supplier's role.

9. CONFLICTS OF INTEREST

- 9.1. Where the provision or planning of any Project or Service Request involves the selection of, or advice upon the selection of, alternative courses of action (including refraining from a particular course of action) or the acquisition, or advice upon the acquisition of goods, services and rights, the Supplier shall make such selection or acquisition or give such advice in an impartial, independent and unbiased manner and in the best interests of the Buyer.
- 9.2. If the Supplier becomes aware of any actual or potential conflict of interest in relation to any Project or Service Request (whether such existed before the Commencement Date or thereafter) it shall, without undue delay, notify the Buyer in writing providing full particulars of the actual or potential conflict together with any additional information which the Buyer may require in connection with such matter.

10. AUDIT OF PROJECT REQUESTS

- 10.1. The Buyer shall have the right to audit any Project Request consistent with the provisions set out in Clause 29 (Records and Audit).
- 10.2. The Buyer reserves the right to verify throughout each Project Request that the level of skill and experience of individuals assigned remains consistent with the grade associated with the Supplier Personnel upon which the Supplier bases its charges for the Project Request prior to inception of the Project Request. The Supplier shall provide to the Buyer information as the Buyer may reasonably request to enable it to exercise its rights under this paragraph 11.2.

ANNEX 1: PROJECT WORK ORDER TEMPLATE

CLAUSES AND SCHEDULES

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1. DESCRIPTION AND CONSEQUENCES OF PROJECT WORK ORDER

PWO Title			
PWO Number		Version No.	
Business Area	<HMCTS/HMPPS etc.>	CTS Demand Ref.	
Date of Request		Date Required By	
Reason for Project			
Project Summary			
Related Projects	<Enter any related PWO numbers>		
Key People			
	Name	Email	Phone Number
Business SPOC #1			
Business SPOC #2			
Demand Manager			
Product Manager			
Supplier Lead			
Budget Holder			
Cost Centre Code		Entity Code	
Charges	Implementation	On-going Service	Totals

CLAUSES AND SCHEDULES

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Professional Services			
Standard Items			
Non-Standard Items			
Contingency			
Totals			
Critical Dates			
Decision by Date		Expiry Date	
Comments on Critical Date			

2. INTRODUCTION

- 2.1. This Project Work Order ("PWO") constitutes an addition to the Contract for [] entered into on [xxxx] (as amended by the Parties from time to time) between the Buyer and the Supplier (the "Contract").
- 2.2. The Parties agree that Section 1 is included to assist the understanding of this PWO prior to signature and shall not form part of the Contract nor affect the interpretation of the Contract or this PWO.
- 2.3. Save as may be otherwise provided in this PWO, the Contract terms shall apply to the Project undertaken by the Supplier pursuant to this PWO and all provisions in the applicable to provision of Services will apply mutatis mutandis to the Services provided under this PWO.
- 2.4. In the event and only to the extent of any inconsistency between any agreed term of this PWO and any term of the Contract then the term of this PWO shall prevail.

CLAUSES AND SCHEDULES

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2.5. In this PWO, references to "Sections" are to sections contained within this PWO.

2.6. All prices and charges set out in this PWO are exclusive of VAT.

3. CHANGES TO THIS PWO

3.1. For the avoidance of doubt, all Changes shall be implemented by the Parties in accordance with the Change Control Procedure.

3.2. Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective provided that a revised version of this Project Work Order has agreed by both Parties in writing in accordance with the procedure set out in paragraph 8 of Schedule S10 (Service Requests and Projects).

3.3. The Parties hereby agree to this revised issue of this PWO, which shall supersede all previously executed versions of this PWO with effect from the date of signing by both Parties of this revised PWO. The table below provides a summary of all revision levels of this PWO that have been executed by the Parties:

Version No.	Effective Date	Summary of changes incorporated into this Version
1.0		Original issue.

4. REQUIREMENTS

[Free flow text area to capture the high-level Buyer requirements and reference to any detailed requirements specification/documents etc.]

5. SPECIFICATION

CLAUSES AND SCHEDULES

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5.1. The specification of the Project to be delivered under this PWO is detailed in Appendix 1 and summarised here as the following key deliverables (“Deliverables”);

5.1.1. <Enter Deliverable(s)>

5.2. Assumptions

5.2.1. <Enter Assumption(s)>

5.3. Exclusions

5.3.1. <Enter Exclusions(s)>

5.4. Dependencies

5.4.1. <Enter Dependencies>

5.5. Buyer Responsibilities

5.5.1. <Enter Buyer Responsibilities>

5.6. Risks and Mitigations

5.6.1. <Enter Risks and Mitigations>

6. PROJECT PLAN

6.1. A detailed Project Plan and a Project Initiation Document will be agreed between the Parties following commencement of the Project.

6.2. Any changes or additions to the Project Plan, including Milestone Dates will require the written agreement of both Parties, acting reasonably and in good faith to make such changes.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

6.3. The high-level Milestones for the Project are set out below:

[Provide an Outline Project Plan (in substantively the format set out in the plan template below) which will be developed over time into the Project Plan.]

Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days/ Months)	Milestone Completion Date
M1			
M2			
M3			
M4			

7. PRICE AND PAYMENT

7.1. The total price for the products and services set out in this PWO is £xx,xxx.xx (excluding VAT) and is provided on a [Fixed Price/Time and Materials/Capped Time and Materials] basis.

7.2. A summary breakdown of the one-off implementation charges pursuant to this PWO are as follows:

Item	Charge	Contingency	Sub-Total
Professional Services			
Standard Service Items			

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)
ITT: VIIP

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Non-Standard Items			
Totals			

7.3. Milestone Payments

Milestone Payment	Details	Payment	Linked Milestone(s)
MP1			
MP2			
MP3			

7.3.1. The Supplier shall issue a Milestone Achievement Certificate (and providing where applicable, associated and approved timesheets) for each completed Milestone and will detail the Supplier's confirmation that the Deliverables in the applicable Milestone have met the agreed Test Success Criteria and unless otherwise notified by the Buyer within ten (10) working days shall be deemed as accepted by the Buyer.

7.4. On-going Service Charge

7.4.1. The Buyer shall be liable for the service charge of **£x,xxx,xxx.00** from successful completion of the Deliverables set out in Section 5 of this PWO.

7.4.2. The service charge consists of 12 calendar monthly payments (pro rata) of **£x,xxx,xxx.00** and shall be invoiced monthly in arrears against this PWO. Thereafter the Buyer shall be invoiced for the monthly service charge against the **[Insert Reference]**.

7.5. A detailed breakdown of all the associated charges pursuant to this PWO are set out in Appendix 2 to this PWO.

CLAUSES AND SCHEDULES

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8. TERMINATION

[Insert, where appropriate, the Project exit arrangements, in the event the Project is terminated prior to completion.]

9. SUB-CONTRACTORS AND THIRD-PARTY SUPPLIERS

[Insert, where appropriate, details of any required third-party service to be used in relation to the Project along with the identity of the third-party supplier and the applicable charges calculated in accordance with Schedule 2 (Charges and Invoicing) of the Contract. If new hardware/software then warranty, sourcing decision and impact on standard catalogue are also to be included.]

10. APPLICATION OF THIS PROJECT WORK ORDER POST COMPLETION

[Insert details of any terms of this Project Work Order which will continue in/come into force following completion of the Project (e.g. any ongoing charges and the period for which the service is to be provided (if agreed to be charged within an PWO)).]

11. EXIT AND / OR CONTRACT IMPLEMENTATION IMPACT

[This will be required where contracts or large-scale projects may have an impact on the wider programme such as exit and Contract Implementation. If nothing applicable, then it should state "Not applicable to this PWO."]

12. OTHER PROVISIONS

[Insert details of other provisions not covered above which may be required for a Project (to the extent not covered by the Contract Terms) otherwise state "Not applicable to this PWO."]

13. APPROVALS

CLAUSES AND SCHEDULES

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**Signed and agreed on behalf of the
Supplier****Signed and agreed on behalf of the
Buyer**.....
Signature.....
Signature.....
Name.....
Name.....
Position.....
Position.....
Date.....
Date**Appendix 1 – Service and Technical Specification***[Free flow text area for the Supplier to document its service and technical solution to meet the Buyer requirements.]***Appendix 2 – Charge Breakdown***[The following are example tables, the Supplier is free to suitably document a reasonable level of breakdown of all the Charges pursuant to this PWO in such a manner that the Buyer is able to perform Value for Money assessments.]***Table A1 – Professional Services**

Role Code	Activity Description	Day Rate	No. Mandays	Total Charge
			Total	£xx,xxx.xx

**Table A2 – Standard Catalogue
Items**

Item Description	Unit Charge	Qty	Total Charge

		Total	£xx,xxx.xx

Table A3 – Non-Standard Items

[illegible]

CLAUSES AND SCHEDULES
Confidential and Subject to contract

		Total	£xx,xxx.xx
Table A4 – Delay Payments (if appl			
Item Description	Delay Payment amount	Qty	Total Charge
		Total	£xx,xxx.xx

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

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Confidential and Subject to contract

FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5
[REDACTED]

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S11 SERVICE RECIPIENTS**1. INTRODUCTION**

- 1.1. This Schedule S11 (Service Recipients) sets out the basis on which the Supplier shall provide the Services for the benefit not only of the Buyer but also for the benefit of the Service Recipients.

2. DEFINITIONS

- 2.1. In this Schedule S11 (Service Recipients), the following definitions shall apply:

"Initial Service Recipients"	means a person who works for the Buyer Organisation named as such in the Annex 1 to this Schedule S11 (Service Recipients);
"Potential Service Recipients"	means a person who works for the Buyer Organisation named as such in Annex 2 to this Schedule S11 (Service Recipients); and

"Service Recipients"	<p>means:</p> <p>A) the Initial Service Recipients; and</p> <p>B) any:</p> <p>i) Potential Service Recipients; ii) arms' length bodies of the Buyer; iii) body (including any private sector body) created or formed, or brought within the Buyer's responsibility or control, after the date of this Contract; or</p> <p>iv) body (including any private sector body) which</p> <p>i) performs any of the functions that previously were performed by the Buyer or ii) to whom the Buyer provides services,</p> <p>in each case added to the list in Annex 1 in accordance with the Change Control Procedure.</p>
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3. SERVICE RECIPIENTS BENEFITS UNDER THE CONTRACT

- 3.1. The Buyer has entered into this Contract both for its own benefit and for the benefit of the Service Recipients, provided that nothing in this Contract shall create or be deemed to create a contractual relationship between the Supplier and any Service Recipient.
- 3.2. The Initial Service Recipients who are to benefit under the Contract are identified in Annex A to this Schedule S11 (Service Recipients). Additional Service Recipients

CLAUSES AND SCHEDULES

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shall be added to the list in Annex A in accordance with the Change Control Procedure.

- 3.3. The Service Recipients shall not be entitled to enforce the relevant provisions of the Contract pursuant to CRTPA.
- 3.4. The Parties to the Contract may in accordance with its provisions vary, terminate or rescind the Contract or any part of it, without the consent of any Service Recipient. No Service Recipient may authorise any Contract Change, Service Request or Project Work Order or any other change to this Contract.
- 3.5. The Buyer shall be entitled to enforce any provision of this Contract on behalf of a Service Recipient, but the Supplier shall be liable only to the Buyer and shall deal only with the Buyer.
- 3.6. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the Buyer may recover all Losses suffered not only by the Buyer but also any Losses suffered by any Service Recipient as though it has suffered such Loss itself.
- 3.7. Notwithstanding paragraph 3.5 above and subject to paragraph 3.8 below, the indemnities from the Supplier in the Contract (including those in Clauses 11.8.1, 15.5, 16.1.2, 23, 24.4, paragraph 8.9 of Schedule 10 (Exit Management) and Schedule S4 (Staff Transfer)) shall extend not only to Losses suffered or incurred by the Buyer but also any Losses suffered or incurred by any Service Recipient.
- 3.8. The Supplier's limits and exclusions of liability in the Contract shall apply as overall limitations on liabilities under this Contract whether relating to a claim by the Buyer on behalf of a Service Recipient or to a claim made by the Buyer's own behalf and

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

in no event shall the Buyer or Service Recipient recover twice in respect of the same Loss.

3.9. Subject to the Dispute Resolution Procedure, if any breach arises out of any act or omission of a Service Recipient, any claim by the Supplier shall be brought only against the Buyer and not against the Service Recipient.

3.10. Where compliance with any obligation or responsibility of the Buyer is necessary in order to enable the Supplier to supply the benefit of the Services to a Service Recipient, responsibility for compliance shall remain with the Buyer . Compliance by the Service Recipient shall be deemed to be compliance by the Buyer.

ANNEX 1: INITIAL SERVICE RECIPIENTS

The Services shall be provided for the benefit of the following Initial Service Recipients:

[REDACTED]

CLAUSES AND SCHEDULES

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[REDACTED]

ANNEX 2: POTENTIAL SERVICE RECIPIENTS

Not used.

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

CLAUSES AND SCHEDULES

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S12 CORPORATE SOCIAL RESPONSIBILITY

1. WHAT WE EXPECT FROM OUR SUPPLIERS

- 1.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
- 1.2. The Buyer expects the Supplier to meet the standards set out in that Code. In addition, the Buyer expects the Supply to comply with the standards set out in this Schedule S13 (Corporate Social Responsibility).
- 1.3. The Supplier acknowledges that the Buyer has additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Sub-Contractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. EQUALITY AND ACCESSIBILITY

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

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

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

3.2. The Supplier:

3.2.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.2.2. shall not require any Supplier Personnel to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;

3.2.3. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world;

3.2.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world;

3.2.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world;

3.2.6. shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;

3.2.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3.2.8. shall prepare and deliver to the Buyer an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.2.9. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;

3.2.10. shall not use or allow child or slave labour to be used by its Sub-Contractors; and

3.2.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

4. INCOME SECURITY

4.1. The Supplier shall:

4.1.1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2. ensure that all Supplier Personnel are provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.3. not make deductions from wages:

4.1.3.1. as a disciplinary measure

4.1.3.2. except where permitted by law; or

CLAUSES AND SCHEDULES

Confidential and Subject to contract

4.1.3.3. without expressed permission of the worker concerned;

4.1.4. record all disciplinary measures taken against Supplier Personnel; and

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

5. WORKING HOURS

5.1. The Supplier shall:

5.1.1. ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;

5.1.2. that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3. ensure that use of overtime used responsibly, taking into account:

5.1.3.1. the extent;

5.1.3.2. frequency; and

5.1.3.3. hours worked;

by individuals and by the Supplier Personnel as a whole;

5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1.1. this is allowed by national law;

5.3.1.2. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.1.3. appropriate safeguards are taken to protect the workers' health and safety; and

5.3.1.4. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4. All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. SUSTAINABILITY

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

7. SOCIAL VALUE

7.1. In December 2020, HM Government published 'The Social Value Model' and 'Guide to Using the Social Value Model' which in combination set out the approach to be taken by government authorities to supporting social value, including themes, policy outcomes, benefits, effective measures, contract management and reporting. (<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>)

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 7.2. The Buyer expects its suppliers and subcontractors to support the activities set out in that model and guidance, including the Supplier's and Sub-Contractors' compliance with the requirements set out in this Paragraph 7.
- 7.3. The Supplier acknowledges that HM Government may further develop and change its social value model, and the Buyer may have additional requirements in relation to social value. The Buyer expects that the Supplier and Sub-Contractors will comply with such reasonable social value requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the Contract shall be enacted via the Change Control Procedure.

THEMES, OUTCOMES AND BENEFITS

- 7.4. The Supplier will particularly support the following social value themes, policy outcomes and benefits:

Table 1 – Social value themes, outcomes and benefits selected from the social value model

Theme	Policy outcomes	Benefits
Tackling economic inequality	Create new businesses, new jobs and new skills	MAC 2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
Fighting climate change	Effective stewardship of the environment	MAC 4.1: Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

SOCIAL VALUE DELIVERY PLAN

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 7.5. Within sixty (60) days of the Commencement Date, the Supplier must provide to the Buyer a fully complete, up-to-date, timed project plan and process for delivering social value benefits (the "Social Value Delivery Plan") for the Buyer to agree.
- 7.6. The Social Value Delivery Plan must contain information at the level of detail necessary to manage and deliver:
- 7.6.1. social value commitments included in the Supplier's Call Off Tender;
 - 7.6.2. monitoring, measuring and reporting on social value benefits (including those listed in Paragraph 7.4), commitments and impacts;
 - 7.6.3. timed actions;
 - 7.6.4. reporting including metrics, targets (to be assigned to metrics wherever possible), tools and processes to gather and report data;
 - 7.6.5. feedback and improvement;
 - 7.6.6. transparency;
 - 7.6.7. influencing of stakeholders and communities through the Contract Period to support the policy outcomes (e.g. engagement, co-design/creation, training and education, partnering/collaborating, volunteering).
- 7.7. The Social Value Delivery Plan will identify the Supplier Personnel responsible for its delivery.
- 7.8. Following receipt of the Social Value Delivery Plan from the Supplier, the Parties shall use reasonable endeavours to agree any amendments reasonably required for the Buyer to accept the Social Value Delivery Plan. If the Parties are unable to agree the Social Value Delivery Plan within twenty (20) Working Days of its submission, then

CLAUSES AND SCHEDULES

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such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 7.9. The Supplier shall keep the Social Value Delivery Plan under review at least annually and as otherwise directed by any Board (as described in Schedule 7 (Governance)) and will propose changes where necessary to improve outcomes.

PERFORMANCE MONITORING AND REPORTING

- 7.10. The Supplier shall monitor its performance against the Social Value Delivery Plan and report to the Buyer on such performance quarterly, in a format reasonably specified by the Buyer from time to time.
- 7.11. The Supplier's reports on social value delivery will be reviewed as a regular contract management activity, including in scope of relevant Board(s) (as described in Schedule 7 (Governance)).
- 7.12. The Supplier's reports on social value delivery must include the reporting metrics used by HM Government to monitor progress against the relevant policy outcomes, including those listed in Table 2 below.

Table 2 – Reporting metrics for progress on policy outcomes (from social value model)

Policy outcomes	Reporting metrics
Create new businesses, new jobs and new skills	<ul style="list-style-type: none">Number of full-time equivalent (FTE) employment opportunities created under the Contract, by UK region.

CLAUSES AND SCHEDULES

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	<ul style="list-style-type: none">• Number of apprenticeship opportunities (level 2, 3 and 4+) created or retained under the Contract, by UK region.• Number of training opportunities (level 2, 3 and 4+) created or retained under the Contract, other than apprentices, by UK region.• Number of people-hours of learning interventions delivered under the Contract, by UK region. <p>[DRAFTING NOTE: The following metrics against this policy outcome are MoJ specific metrics]</p> <ul style="list-style-type: none">• Number of sustainable employment opportunities provided to prison leavers under the Contract, by UK region<ul style="list-style-type: none">○ 'prison leavers' means ex offenders released from a prison environment in the previous 6 months (with flexibility to report to 12 months should onboarding take longer)○ 'Sustainable' means a minimum of 6 months duration• Number of employed prison leavers who additionally receive learning, upskilling and reskilling in their first 6 months of employment to support them in continued/future employability opportunities, under the Contract, by UK region• Proportion of employed prison leavers that are subsequently retained within the Supplier organisation
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CLAUSES AND SCHEDULES

Confidential and Subject to contract

Effective stewardship of the environment	<ul style="list-style-type: none"> • Number of people-hours spent protecting and improving the environment under the Contract, by UK region. • Number of green spaces created under the Contract, by UK region. • Annual: • Reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). • Reduction in water use arising from the performance of the Contract, measured in litres. • Reduction in waste to landfill arising from the performance of
	the Contract, measured in metric tonnes.

13. Performance against the targets in the Social Value Delivery Plan will be evaluated using the following scores:

[REDACTED]

7.13. The Social Value Delivery Plan will set out how the KPI for social value delivery specified in this Schedule S13 of this Contract will be calculated based on evaluation of targets in accordance with Paragraph 7.13. A sample template is shown below, this will be updated to reflect the responses given in the ITT within three months of

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

contract signature, to reflect the undertakings given in the Suppliers response to the
ITT :-

[REDACTED]

7.14 The Buyer may publish social value performance metrics relating to the Contract from time to time, including in accordance with HM Government practice at the time.

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

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FRAMEWORK SCHEDULE 4 – ANNEX 3

RM6100 TECHNOLOGY SERVICES 3

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

[REDACTED]

CLAUSES AND SCHEDULES

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S13 BUYER RESPONSIBILITIES

1. INTRODUCTION

- 1.1. The responsibilities of the Buyer set out in this Schedule shall constitute the Buyer Responsibilities under this Contract. Any obligations of the Buyer in the Services Specification and the Supplier's Call-Off Tender shall not be Buyer Responsibilities and the Buyer shall have no obligation to perform any such obligations unless they are specifically stated to be "Buyer Responsibilities" and cross referenced in the table in Paragraph 3 of this Schedule.
- 1.2. The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. GENERAL RESPONSIBILITIES

- 2.1. The Buyer shall:
 - 2.1.1. perform those obligations of the Buyer which are set out in the Order Form, Clauses of this Contract and the Paragraphs of the Schedules (except Attachment 1 of the Order Form (Services Specification) and Attachment 11 of the Order Form (Supplier's Call-Off Tender));

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

CLAUSES AND SCHEDULES

BR-001	The Buyer shall provide reasonable support to the Supplier in the planning, design, implementation, execution and reporting of Testing
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2.1.2. use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer Personnel and/or Other Suppliers as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Contract Period and the Termination Assistance Period;

2.1.3. provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Contract as defined in the Implementation Plan;

2.1.4. use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; and

2.1.5. procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).

3. SPECIFIC RESPONSIBILITIES

3.1. The Buyer shall, in relation to this Contract, perform the Buyer Responsibilities identified as such in this Contract, the details of which are set out below:

	in accordance with Schedule S02 (Testing Procedures) within a reasonable timescale of receiving the Supplier's request.
BR-002	The Buyer shall provide and maintain the Buyer ITSM Toolset and the ITSM data within the Buyer's ITSM Toolset, as is reasonably required to allow the Supplier either to establish connection to it for the exchange of near real-time data or to access and utilise it.

CLAUSES AND SCHEDULES

Confidential and Subject to contract

BR-003	<p>The Buyer shall provide a single point of contact for End Users which shall be responsible for dealing with End Users where they relate to Incidents, compliments, complaints or escalations, and shall:</p> <ul style="list-style-type: none">• Liaise with appropriately trained and skilled expert resource from the Supplier as required to handle the contact's query;• Handle contacts to the extent provided for in the relevant information received from the Supplier• Manage progress of Incidents through the Incident lifecycle utilising the Supplier updates recorded in the ITSM Toolset, and update the End User on progress;• Update End Users in a timely and accurate manner with any updates recorded in the ITSM Toolset; and• Ensure that the Buyer's Service Desk is operating as per the tested and approved Service design
BR-004	<p>The Buyer shall be responsible for supplying the network to which the Voice Solution will connect.</p>
BR-005	<p>The Buyer shall provide access to any necessary Buyer applications, licences and hardware required for the Supplier to comply with its obligations under this Contract. Including the Buyer's end user computing devices (e.g. laptops) as appropriate, unless otherwise agreed in writing by the Buyer.</p>

CLAUSES AND SCHEDULES

BR-006	<p>The Buyer shall own the contractual relationship with any Other Suppliers.</p> <p>Note: In line with requirements 2.1.4e, h, and i, and 2.1.5d, h and i, the Supplier may be required to hold an operational relationship with Other Suppliers in order to co-ordinate inputs required from Other Suppliers (e.g. Hardware delivery) and in order to facilitatedecommissioning.</p>
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RM6100 TECHNOLOGY SERVICES 3 AGREEMENT

Security Classification (Official)

LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL

ITT: VIIP

CLAUSES AND SCHEDULES

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**FRAMEWORK SCHEDULE 4 – ANNEX 3 RM6100 TECHNOLOGY SERVICES
3 ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR
LOTS 2, 3 AND 5**

[REDACTED]

CLAUSES AND SCHEDULES

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S14 STANDARDS**1. Introduction**

- 1.1. Throughout the term of this Contract, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, and/or the Buyer's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.
- 1.2. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 1.3. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Buyer and shall be implemented within an agreed timescale.

2. Business Standards

- 2.1. The Supplier shall comply with the business unit operating Standards referred to in this Paragraph 2.
- 2.2. HM Prison & Probation Service Policies
 - 2.2.1. Where applicable for the delivery of the Services, the Supplier shall comply with the Prison Service Orders (PSO), Prison Service Instructions (PSI) and Prison and Probation Policy Frameworks which are available at
 - Prison & Probation Policy Frameworks - GOV.UK (www.gov.uk)
 - Prison service instructions (PSIs) - GOV.UK (www.gov.uk)
 - Prison service orders (PSOs) - GOV.UK (www.gov.uk)

CLAUSES AND SCHEDULES

Confidential and Subject to contract

3. Criminal Justice Systems Data Standards Conformance

- 3.1. Where applicable for the delivery of the Services, and especially for Projects in the area of data interchange with other organisations involved in the delivery of Criminal Justice Services (CJS), the Supplier shall comply with the relevant CJS Standards. The standards are available at Criminal justice system: data standards forum guidance - GOV.UK (www.gov.uk)

4. Environmental Standards

- 4.1. The Supplier shall comply with the environment requirements set out in the Annex 1 to this Schedule.

5. Health and Safety Standards

- 5.1. The Supplier shall comply with the Corporate Health and Safety Policy supplied by the Buyer.
- 5.2. The Supplier should comply with ISO 45001.

6. Infrastructure Safety Standards

- 6.1. The Supplier shall comply with the following standards related to the safety of information technology equipment including electrical business equipment:
- 6.1.1. any new hardware, required for the delivery of the Services (including printers), shall conform to BS EN IEC 62368-1:2020+A11:2020 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- 6.1.2. any new laser printers or scanners, required for the delivery of the Services, shall conform to BS EN 60825-1:2014 or subsequent replacement; and

CLAUSES AND SCHEDULES

Confidential and Subject to contract

- 6.1.3. any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to BS EN 62949:2017 or subsequent replacements.
- 6.1.4. The Buyer shall carry out, and document, electrical safety checks on portable appliances at Sites, as required under health and safety Law.
- 6.1.5. Where required to do so, the Supplier shall be responsible for performing electrical safety checks in accordance with health and safety Law. This applies to how the checks are performed, by whom, and how frequently they should occur.
- 6.1.6. The Supplier shall ensure that all equipment supplied shall comply with the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 and any later amendments.
- 6.1.7. Supplier shall comply with MoJ ICT Physical Infrastructure Standards v3.4, and as amended from time to time.

7. Data Information Standards

- 7.1. The Supplier shall comply with the ISO 8000 Data Quality standard or, where agreed with the Buyer, a similar or equivalent standard.
- 7.2. The Supplier should comply with and use the Information Technology Infrastructure Library (ITIL) version 3 or above for management and governance of all information and data handling processes.
- 7.3. The Supplier shall comply with the ISO 22745 Exchange of Data Quality standard or, where agreed with the Buyer, a similar or equivalent standard.

8. Security Standards

- 8.1. The Supplier shall comply with Law, HMG and industry IA best practice, guidelines and requirements.
- 8.2. The Supplier shall be compliant with Cyber Essential PLUS. and shall use the guidance from the following in implementing and delivering the Services:

CLAUSES AND SCHEDULES

Confidential and Subject to contract

8.2.1. HMG Functional Standard GovS 007: Security Government Functional Standard GovS 007: Security - GOV.UK (www.gov.uk)

8.2.2. NCSC Guidance <https://www.ncsc.gov.uk/section/advice-guidance/alltopics>

8.2.3. HMG GovAssure and Cyber Assessment Framework GovAssure - UK Government Security NCSC CAF guidance - NCSC.GOV.UK

8.2.4. MOJ Cyber and Technical Guidance Security Guidance ([mojguidance.pdf\(justice.gov.uk\)](http://mojguidance.pdf(justice.gov.uk))) Security Guidance (justice.gov.uk)

9. Information Technology Standards and Regulations

- 9.1. The Supplier shall comply with standards relating to Greening government: ICT and digital services strategy 2020-2025,
- 9.2. The Supplier shall comply to the extent within its control with the UK Government's Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/openstandards-principles>.
- 9.3. The Supplier shall ensure that all documentation published to the Buyer is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent) as well as any native file format in accordance with the obligation under Paragraph [1.9.2] to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.
- 9.4. The Supplier shall comply where relevant with HM Government Open Standards Principles, especially as these relate to specification of standards for software interoperability, data and document formats in Government IT.
- 9.5. The Supplier shall comply with the Buyer and HM Governments objectives to reduce waste and meet the aims of the Greening Government: ICT Strategy contained in the document "Greening government: ICT and digital services strategy 2020-2025 The latest official version can be found at: [Greening government: ICT and digital services strategy 2020-2025 - GOV.UK\(www.gov.uk\)](http://Greening government: ICT and digital services strategy 2020-2025 - GOV.UK(www.gov.uk))

CLAUSES AND SCHEDULES

Confidential and Subject to contract

9.6. The Supplier shall comply with the Buyers Digital Strategy and UK Government Sustainable Development Goals, as updated from time to time.

9.7. The Supplier shall ensure that the Services will take account of best practice from The National Archive for Email Archiving. The latest version can be found at: <https://www.nationalarchives.gov.uk/information-management/manageinformation/policy-process/managing-email/>

10. Architecture Standards

10.1. The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with the Open Group Architecture Framework 9.2 or its equivalent, then this shall be deemed acceptable. and the Open-Enterprise Security Architecture (O-ESA) Architecture Framework and Standards.

11. Quality Management Standards

11.1. The Supplier shall comply with either HM Government Standards for Quality Management, e.g. ISO 9001 or other best industry Standards as agreed and documented in the Quality Management System.

12. Portfolio, Programme and Project Management Standards

12.1. The Supplier shall comply with the Buyer's Project Delivery Standard, supplemented where appropriate by the tools and methods of the Supplier's own project management methodologies.

12.2. The Supplier shall make use of the COBIT framework for business/IT alignment and the CMMI framework for organisational maturity assessment.

13. Systems Development and Integration Standards

13.1. Where applicable for the delivery of the Services, and especially in the area of data interchange with other organisations involved in the delivery of criminal

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justice services, the Supplier shall comply with CCCJS/IBIS Standards and principles. The Buyer shall make these available to the Supplier.

13.2. The Supplier shall comply with the Digital By Default Service Standard as set out at: <https://www.gov.uk/service-manual/digital-by-default>.

14. Service Management Standards

14.1. The Supplier shall comply with Industry and HM Government Standards and best practice guidelines in the delivery of the Services including but not limited to:

14.1.1. ITIL v3 2011 or later;

14.1.2. ISO/ IEC 20000-1 2018 "Information technology – Service management – Part 1";

14.1.3. ISO/ IEC 20000-2 2019 " Information technology — Service management – Part 2";

14.1.4. ISO 10007 "Quality management systems – Guidelines for configuration management"; and

14.1.5. ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans.

15. Testing Standards

15.1. The Supplier shall comply with the relevant Test Strategy.

16. Language Standards

16.1. The Supplier shall ensure that all Services and, where required by the Buyer, all Future Services comply with the Welsh Language Act 1993 and the Welsh Language (Wales) Measure 2011.

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17. Procurement Standards

17.1. The Supplier shall meet the applicable Government Buying Standards applicable to Services with can be found online at:

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

18. Supplier Code of Conduct

18.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

[Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

19. Technology and Digital Services Practice

19.1. The Supplier shall (when designing, implementing, and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/servicemanual/technology/code-of-practice.html>.

20. Key Processes

20.1 The Supplier shall comply with and follow the Processes listed in the table below, and as amended from time to time:

No.	Process
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1.	Capacity Management
2.	Change and Evaluation Management
3.	Continual Service Improvement
4.	Demand Management
5.	Event Management
6.	Incident Management
7.	Knowledge Management
8.	Licence Management and Compliance
9.	Problem Management
10.	Release and Deployment Management
11.	Request Fulfilment
12.	Service Asset and Configuration Management
13.	Product and Service Catalogue Management
14.	Service Level Management
15.	Service Portfolio Management

CLAUSES AND SCHEDULES

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16.	Transition Planning and Support
17.	Availability Management
18.	IT Service Continuity Management
19.	Risk Management
20.	Supplier Management
21.	Service Desk
22.	Technical Management
23.	Project Initiation
24.	Major Incident Management
25.	Transition Framework

20.2 Subject to Clause 2.2, if the Supplier believes that the introduction of and compliance with a new or revised Process will have a material and unavoidable effect on Costs, the Milestones, the Implementation Plan or CallOff Schedule 20 (Specification) it may submit a Change Request. In doing so, the Supplier must support its request by providing evidence of the cause of any increased Costs or proposed Changes to the Milestones, the Implementation Plan or Schedule 2 (Service Description) and the steps that it has taken to mitigate those Costs or proposed Changes. Any Change to the Charges, the Milestones, the Implementation Plan or Schedule 2 (Service Description) shall then be agreed in accordance with the Joint Schedule 2

CLAUSES AND SCHEDULES

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(Variation Control Procedure, Service Requests and Projects) , but for the avoidance of doubt the Supplier shall not be entitled to increase its Charges to the extent that the Variation in question would also be required under any other provision of this Contract and any increase in Charges shall also take account of any savings or non-incurrence of Costs as a result of the Variation.

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20.3 If the introduction of a new Process results from a Change in Law, any effect on Costs arising out of the compliance with the new Process shall be borne by the Parties in accordance with the provisions of Clauses 24.5 and 24.6 inclusive (Changing the contract).

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Annex 1 – Environmental Standards

1. Definitions

1.1. In this Annex 1, the following definitions shall apply:

“Permitted Item”	means those items which are permissible under this Contract to the extent set out in Table B of this Annex 1;
“Prohibited Items”	means those items which are not permissible under this Contract as set out at Table A of this Annex 1;
“Waste Hierarchy”	means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: Prevention; <ul style="list-style-type: none">• Preparing for re-use;• Recycling;• Other Recovery; and Disposal.

2. Environmental Requirements

- 2.1. The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws Contract regarding the environment.
- 2.2. The Supplier warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or is able to provide equivalent evidence and shall comply with and maintain either the certification requirements or evidence throughout the Team.

CLAUSES AND SCHEDULES

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2.3. In performing its obligations under the Contract the Supplier shall, where applicable to the Contract, to the reasonable satisfaction of the Buyer:

- 2.3.1. demonstrate low carbon resource efficiency, including minimising the use of resources and responding promptly to the Buyer's reasonable questions;
- 2.3.2. prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
- 2.3.3. be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the law;
- 2.3.4. ensure that it and any third parties used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal;
- 2.3.5. in circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency; minimise the release of greenhouse gases (including carbon dioxide emissions), air pollutants, volatile organic compounds and other substances damaging to health and the environment;
- 2.3.6. reduce and minimise carbon emissions by taking into account factors including, but not limited to, the locations from which materials are sourced, the transport of materials, the locations from which the work force are recruited and emissions from offices and on-site equipment;

CLAUSES AND SCHEDULES

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- 2.3.7. undertake the disposal of any electrical and electronic equipment in line with Waste Electrical and Electronic Equipment (WEEE) Regulations 2013.
- 2.4. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.
- 2.5. The Supplier shall not provide to the Buyer goods or Deliverables which comprise wholly or partly of Prohibited Items unless such item is a Permitted Item.
- 2.6. The Supplier shall not use anything which comprises wholly or partly of the Prohibited Items to provide the Services under this Contract unless:
- 2.6.1. It is a Permitted Item; or
- 2.6.2. the use is primarily related to the management of the Supplier's own facilities or internal operations as opposed to the provision of Services.
- 2.7. The Supplier must have a documented management system and controls in place to manage the environmental impacts of delivering the Services.
- 2.8. The Supplier shall ensure that any Services are designed, sourced and delivered in a manner which is environmentally and socially responsible.
- 2.9. In delivering the Services, the Supplier must comply with the Buyer's sustainability requirements, to be provided to the Supplier by the Buyer.
- 2.10. In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Buyer
- 2.10.1. demonstrate that the whole life cycle impacts (including end of use) associated with the Services that extend beyond direct operations into that of the supply chain have been considered and reduced;
- 2.10.2. minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy

CLAUSES AND SCHEDULES

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including designing out waste and non-renewable resources, using re-use and closed loop systems;

- 2.10.3. demonstrate protection of the environment including understanding and reduction of biosecurity risks (which include risks to plant and tree health from harmful pests and diseases), and reducing and eliminating hazardous/harmful substances to the environment and preventing pollution;
 - 2.10.4. enhance the natural environment and connecting communities with the environment; and
 - 2.10.5. achieve continuous improvement in environmental (and social) performance.
- 2.11. The Supplier shall inform the Buyer within one Working Day in the event that a permit, licence or exemption to carry or send waste generated under this Contract is revoked.

3. Environment Sustainability

- 3.1. The Supplier shall contribute towards the public sector's goal of improving the sustainability of ICT purchases and their operation via the Services supplied to under this Contract. I.e. such as recycling as much material from decommissioned racks as reasonably possible.
- 3.2. The Supplier shall, where required, support the Buyer in developing their environmental policies, by providing advice on the best use of Services supplied and where appropriate by proposing innovative Services.
- 3.3. The Supplier is required to consider the impacts of their business processes on the environment and take measures to reduce such impact including by supporting where possible the Government's Environmental Policy and Sustainable Development Plan:
<https://www.gov.uk/government/sustainabledevelopment>.

4. Energy Efficiency

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4.1. The Supplier must consider the energy efficiency of all Goods and/or Services offered to the Buyer and provide appropriate solutions and advice:

4.2. DEFRA: : Sustainability in information and communication technology (ICT): a Defra guide;

5. Carbon Footprint Measurement

5.1. The Suppliers shall provide Information on all relevant products and Services to assist Customers in the task of calculating their total carbon footprint.

5.2. Suppliers must offer itemised carbon footprint figures for all Goods and/or Services.

5.3. External links for guidance:

5.3.1. DEFRA: <https://uk-air.defra.gov.uk/>

5.3.2. PAS250: <http://shop.bsigroup.com/en/forms/PASs/PAS-2050>

5.3.3. iSERVcmb: www.iSERVcmb.info

6. Waste Management

6.1. In addition to the requirements in Paragraph 3.3, the Supplier shall ensure that they have adequate waste management solutions for the Services.

6.2. The Supplier shall where requested provide the Buyer with a waste management strategy for the Services including refresh, refurbishment or reuse of equipment and environmental recovery, recycling or disposal options.

6.3. External links for guidance:

6.3.1. WEEE

Directive:

<http://www.environmentagency.gov.uk/business/topics/waste/32084.aspx>
x and

<http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32002L0096:EN:NOT>

6.4. RoHS Regulations: <http://www.rohs.gov.uk/>

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7. Table A – Prohibited Items

<p>The following consumer single use plastics are Prohibited Items:</p>	<p>Drafting note: the prohibition on using these catering items is only intended to apply to services delivered directly to the Buyer.</p> <p>Catering:</p> <ul style="list-style-type: none"> • Single use sachets e.g. coffee pods, sauce sachets, milk sachets • Take away cutlery • Take away boxes and plates • Cups made wholly or partially of plastic • Straws • Stirrers • Water bottles
	<p>Facilities:</p> <ul style="list-style-type: none"> • Single use containers e.g. hand soap, cleaning products • Wipes containing plastic
	<p>Office Supplies</p> <ul style="list-style-type: none"> • Plastic envelopes • Plastic wrapping for brochures • Paper or card which is bleached with chlorine

RM6100 TECHNOLOGY SERVICES 3 AGREEMENT
**LOTS 2, 3 AND 5 ALTERNATIVE AND ADDITIONAL
CLAUSES AND SCHEDULES**

Security Classification (Official)

ITT: VIIP

Confidential and Subject to contract

Packaging:

- Single use plastic packaging from deliveries where avoidable e.g. shrink -wrapped packaging

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

ITT: VIIP

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	from office supplier or facilities products. <ul style="list-style-type: none">• Single use carrier bags
Buyer specific Prohibitions	As per above Prohibited Items
Project specific Prohibitions	As per above Prohibited Items

8. Table B – Permitted Items

Buyer Permitted Items	None identified as at the Effective Date
Project Specific Permitted Items	None identified as at the Effective Date



Ministry
of Justice

Voice Integration and Implementation Partner

Security Aspects Letter

November 2024

OFFICIAL

[REDACTED]

OFFICIAL

Technology Services 3 Lot 2

Further Competition

Statement of Requirements

**Call-Off Contract Title: Voice Integration and Implementation
Partner (VIIP)**

Project Reference Number: prj_10772

[REDACTED]

Contents

1. Requirements	3
-----------------------	---

	1.1. Definitions	3
	1.2. Introduction	3
2. Annex A – Voice Integration and Implementation Partner (VIIP) Requirements		5
	2.1. Transition and Delivery Requirements	5
2.1.1. General Delivery Requirements		5
2.1.2. Initiation and Mobilisation		6
2.1.3. Details of Design (Approaches)		6
2.1.4. Build and Test (Pilots)		7
2.1.5. Roll Out		8
2.1.6. Transition Closure		10
2.1.7. Knowledge Transfer		10
2.2. Service Management Requirements		10
2.2.1. General Principles		10
2.2.2. Service Strategy		11
2.2.3. Service Design		11
2.2.4. Service Transition		11

1. Requirements

1.1. Definitions

1.1.1. In this Statement of Requirements, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions).

1.2. Introduction

1.1.2. The Supplier will support the Evolve “Voice” project in transitioning End Users from:

1.1.2.1. the legacy voice services / technology / contracts (the “**FITS Voice Solution**”), to:

1.1.2.2. (the “**Target Voice Solution**”); (the “**Voice Transition**”).

1.1.3. The FITS Voice Solution is delivered to the Buyer under a managed service agreement covering video, voice and Interoperability, provided by the FITS Voice Suppliers.

1.1.4. The Buyer anticipates procuring the Target Voice Solution, as part of a wider Buyer initiative (called “Evolve”) to develop a new generation of technology service contracts to deliver the following objectives:

1.1.4.1. Align with the Buyer’s wider business and technology strategies.

1.1.4.2. Shape and futureproof the Buyer’s technology infrastructure and services;

1.1.4.3. Ensure technology service contracts are fit for purpose and value for money;

1.1.4.4. Maintain business continuity for End Users; and

1.1.4.5. Create flexibility to suit the changing needs across the Buyer’s business.

- 1.1.5. The Buyer's voice service is provided for the benefit of both the Buyer and the Service Recipients. Service Recipients are listed in Schedule S11 (Service Recipients), including a range of arms' length bodies, government companies and other entities to whom the Buyer provides services. The Services will support Voice Transition for the Service Recipients as well as the Buyer.
- 1.1.6. The Supplier shall be responsible for:
 - 1.1.6.1. Supporting Voice Transition, at Buyer Sites that are in scope of the project, in accordance with this Statement of Requirements;
 - 1.1.6.2. Supporting the design of the Target Voice Solution to meet the functional and technical requirements for the in-scope Buyer Sites;
 - 1.1.6.3. Supporting the service handover from the FITS Voice Supplier to the Replacement Voice Suppliers, including early life support and knowledge transfer for in-scope Buyer Sites;
 - 1.1.6.4. Collaboration with:
 - 1.1.6.4.1. the Buyer's internal teams in delivery of the Services
 - 1.1.6.4.2. the Other Suppliers in delivery of the Services
 - 1.1.6.4.3. the Other Suppliers to facilitate the effective and efficient Voice Transition in accordance with this Statement of Requirements
 - 1.1.6.4.4. the Other Suppliers to facilitate cease and decommissioning of the FITS Voice Services
- 1.1.7. This Statement of Requirements sets out the Buyer's requirements in relation to each of the following aspects of the Services:
 - 1.1.7.1. Annex A – Voice Integration and Implementation Partner (VIIP) Requirements
 - 1.1.7.1.1. VIIP Transition and Delivery Requirements
 - 1.1.7.1.2. VIIP Service Management Requirements
- 1.1.8. All requirements shall be subject to the Work Packages entered into by the Parties from time to time in accordance with the Order Form, and further requirements and Deliverables may be specified in such Work Packages.

2. Annex A – Voice Integration and Implementation Partner (VIIP) Requirements

2.1. Transition and Delivery Requirements

2.1.1. General Delivery Requirements

	The Supplier shall follow and comply with the Transition Framework, as amended from time to time, ensuring each Transition is executed in a safe, controlled manner, following a repeatable methodology to manage scope, risk, complexity, and change. The Transition Framework utilises a gated Transition approach which ensures that new, modified, or retired services meet the requirements of the Buyer ("Transition Framework"). The Supplier shall provide the relevant documentation, capabilities and resource identified within the Transition Framework.
a)	To Achieve each milestone the Supplier must have Achieved sign off against all of its deliverables within Calloff Schedule 1 (implementation plan and Testing), against that milestone, including Approval of the associated gate as described within the "Transition Framework Process".
a)	The Supplier shall, on a weekly basis report to the Buyer with a project status report on the progress of the Deliverables. This shall include as a minimum, the planned and forecast Milestone Dates for completion of the Deliverables, key RAID items and such other relevant information as the Buyer may request.
b)	The Supplier must comply with the governance requirements outlined in Schedule 7 (Governance).
c)	The Supplier must ensure delivery of their Services does not adversely impact Other Suppliers' services.
d)	The Supplier must use reasonable endeavours to deliver their Services in such a way as to minimise any adverse impact on the Buyers' business operations.

e)	The Supplier must actively participate in lessons learnt review to inform future site transitions and continuously improve the Services for the Buyer.
f)	The Supplier shall provide reporting of the quality and frequency defined in Schedule 1 (Implementation Plan) or as otherwise mutually agreed with the Buyer
g)	The Supplier shall comply with the key roles requirements outlined in Attachment 5 - Key Supplier Personnel and Key Sub-Contractors and mobilise an appropriate skilled and qualified team by the Milestone Date indicated in the Implementation Plan.
h)	The Supplier must align its plans, policies and processes to the VIIP Requirements Annex C - Standards
i)	The Supplier must comply with the obligations and requirements documented in Schedule S3 - Security Requirements.
j)	In accordance with Schedule S2 - Testing Procedures, the Supplier must undertake all appropriate testing.
	<p>The Supplier shall operate an effective risk management plan, which aligns with the Buyer's risk management processes and procedures. It will:</p> <ul style="list-style-type: none"> a. Seek to resolve all risks to Transition, issues that it identifies b. Notify the Buyer within two (2) working days of a risk, issue or defect being identified where: <ul style="list-style-type: none"> a. A risk, issue or defect may cause delay to Transition or ongoing service requests or projects b. A risk issue, or defect could result in stranded services c. The supplier is unable to resolve the risk, issue of defect c. Where a risk, issue or defect may cause a delay to Transition the Supplier will present the Buyer with a remediation plan with a remediation plan within five (5) Working Days, outlining options and a recommendation, as to how the impact of the risk, issue or Defect can be mitigated. This requirement does not affect the Supplier's obligations with regard to Rectification Plans.

2.1.2.Initiation and Mobilisation

a)	The Supplier must follow the Implementation Schedule and provide the deliverables for Milestone 1.
b)	In order to achieve Milestone 1, the Supplier must develop a Detailed Implementation Plan in accordance with Schedule S1 (Implementation Plan). The Supplier's Detailed Implementation Plan shall, unless otherwise agreed with the Buyer, include key Milestone dates laid out by the Buyer in the Specification of the Outline Implementation Plan, and should incorporate activities, Deliverables and Milestones associated with aspects including technical, service, commercial, finance, people and testing.

2.1.3.Details of Design (Approaches)

a)	The Supplier must follow Schedule S1 (Implementation Plan) and provide the deliverables for Milestone 2, 3 and 4.
b)	In order to achieve Milestone 2, the Supplier must provide a detailed Discovery and Audit approach to enable discovery and audit for all sites, according to Schedule S1 (Implementation
	Plan), for approval by the Buyer in accordance with Schedule S1 (Implementation Plan).
c)	In order to achieve Milestone 3, the Supplier must provide a detailed Solution Design approach to enable build of the solution for all sites, according to Schedule S1 (Implementation Plan), for approval by the Buyer in accordance with Schedule S1 (Implementation Plan).

d)	<p>In order to achieve Milestone 4, the Supplier must provide a detailed Buyer Site Cutover approach to enable deployment for all sites, according to Schedule S1 (Implementation Plan), for approval by the Buyer in accordance with Schedule S1 (Implementation Plan). This will include:</p> <ol style="list-style-type: none"> 1. how the Supplier will complete installation of Devices at Buyer Sites. 2. how the Supplier will document work and back out plans covering the Supplier installation activities, at a Buyer Site. 3. how the Supplier will seek approval to proceed with its installation activities; and 4. how the Supplier will support the cutover of the Services at the Buyer Site, and formally hand over to the Buyer Site to the Service Owner
e)	In order to achieve Milestone 4, the Supplier must provide technical training materials.
	The Supplier shall seek approval from the Buyer through its Technical Design Authority for all High-Level Designs (and any updates to them) before it proceeds with any subsequent delivery activities outlined in the Implementation Plan

2.1.4.Build and Test (Pilots)

a)	In order to achieve Milestone 5, the Supplier must provide a detailed Build and Test approach to enable deployment for all sites, according to S1 (Implementation Plan), for approval by the Buyer in accordance with S1 (Implementation Plan).
b)	The Supplier must plan, coordinate and undertake discovery for all pilot sites including site visits where required, according to S1 (Implementation Plan)

c)	<p>As part of Discovery and Audit, the Supplier must document pilot site visits. Collated data will be shared with the Buyer and will include but is not limited to:</p> <ul style="list-style-type: none"> I. confirmation of number of Devices at each site; II. type of Device associated with each line; III. lines associated with a site that are no longer in use and can be ceased; IV. external facing numbers that need to be retained and ported; V. Devices that can be replaced with a headset; VI. Devices that need to be replaced by a physical handset; VII. any additional lines or Devices not present in the data set provided by the Buyer; VIII. Any additional hardware that can be removed; IX. Any assistive technology that is already in place or will be required; X. Users or groups assigned to each line; XI. Power requirements for each Device type; XII. Floor plan or equivalent document specifying the location of each Device including access or network requirements;
	XIII. Any site-specific infrastructure and / or Voice Technical Requirements.
d)	The Supplier must manage the transition of the pilot sites from Preceding Voice Services to Future Voice Services, in accordance with the approaches agreed in Milestones 2, 3, 4 and 5; S1 (Implementation Plan) and the Transition Framework.
e)	The Supplier must manage the co-ordination of the inputs required from Other Suppliers to deliver the transition of the pilot sites from FITS Voice Services to Replacement Voice Services.
f)	As part of Discovery and Audit, the Supplier must identify and report on all dependencies, including Other Supplier dependencies and Buyer Responsibilities required to deliver the Services.
g)	The Supplier shall provide Early Life Support as outlined in S1 (Implementation Plan).
h)	The Supplier must support the collection of physical handsets and infrastructure at each pilot site, co-operating with the Buyer's nominated hardware supplier to facilitate decommissioning.

i)	The Supplier must collaborate with Other Suppliers to facilitate cease and decommissioning of FITS Voice Services.
j)	The Supplier shall provide a Pilot site completion report for approval by the Buyer, in accordance with S1 (Implementation Plan).

2.1.5.Roll Out

a)	The Supplier must plan, coordinate and undertake discovery for each site including site visits where required, according to the S1 (Implementation Plan)
b)	<p>As part of Discovery and Audit, the Supplier must document site visits. Collated data will be shared with the Buyer and will include but is not limited to:</p> <ul style="list-style-type: none"> I. confirmation of number of Devices at each site; II. type of Device associated with each line; III. lines associated with a site that are no longer in use and can be ceased; IV. external facing numbers that need to be retained and ported; V. Devices that can be replaced with a headset; VI. Devices that need to be replaced by a physical handset; VII. any additional lines or Devices not present in the data set provided by the Buyer; VIII. Any additional hardware that can be removed; IX. Any assistive technology that is already in place or will be required; X. Users or groups assigned to each line; XI. Power requirements for each Device type; XII. Floor plan or equivalent document specifying the location of each Device including access or network requirements; XIII. Any site-specific infrastructure and / or Voice Technical Requirements.
	The Supplier shall prepare and / or ensure the following is ready for release for Buyer review and approval the following, ten (10) Working Days in advance of a scheduled cutover to service commence gate review:

	<ul style="list-style-type: none"> a. documentation confirming the completion of the relevant Transition activities, and that the Supplier has all the requisite credentials, knowledge, and systems expertise to commence the scope of services; b. implementation status; c. service management readiness; d. operational status of service management processes, tools, monitoring methods, events, and alerts, sufficient to deliver service management capability for the Operational Service Commencement Dates; e. evidence of test completion in accordance with the provisions Call-Off Schedule 13 (Implementation Plan and Testing); and f. service continuity plans.
c)	Following approval to progress with roll-out of each Site Type, the Supplier must manage the transition of all sites associated with that Site Type, from Preceding Voice Services to Future Voice Services, in accordance with the approaches agreed in Milestones 2, 3, 4 and 5 (including any alteration mutually agreed during deployment of the pilot sites); S1 (Implementation Plan) and the Transition Framework.
d)	The Supplier must manage the co-ordination of the inputs required from Other Suppliers to deliver the transition of each site from FITS Voice Services to Replacement Voice Services.
e)	As part of Discovery and Audit, the Supplier must identify and report on all dependencies, including Other Supplier dependencies and Buyer Responsibilities required to deliver the Services.
f)	As part of Discovery and Audit, the Supplier must provide a report for each site, for approval by the Buyer according to Annex 3 of S1 (Implementation Plan) prior to continuation, that outlines their proposal for the transition of that pilot site based on that pilot site's size and complexity.
g)	The Supplier shall provide Early Life Support as outlined in S1 (Implementation Plan).
h)	The Supplier must support the collection of physical handsets and infrastructure at each site, co-operating with the Buyer's nominated hardware supplier to facilitate decommissioning.
i)	The Supplier must collaborate with Other Suppliers to facilitate cease and decommissioning of FITS Voice Services.

j)	<p>When the Supplier is satisfied that it has completed all requirement for the issuance of a Site Transition Certificate in respect of a Buyer Site and there are no Test Issues, the Supplier shall;</p> <ol style="list-style-type: none"> issue a Site Transition Notice; and provide the Buyer with an initial Post Go Live Report. <p>The Post Go Live Report shall contain details of:</p> <ol style="list-style-type: none"> documentation confirming the completion of the relevant Transition activities, and that the Supplier has all the requisite credentials, knowledge, and systems expertise to commence the scope of Services; ELS issues and remediation report; Knowledge handover to support teams; Security handover;
	<ol style="list-style-type: none"> Buyer Site training; implementation status; service management readiness; operational status of service management processes, tools, monitoring methods, events, and alerts, sufficient to deliver service management capability for the Operational Service Commencement Dates; evidence of satisfaction of the requirements for the issue of a Site Transition Certificate in accordance with the provisions Schedule 13 (Implementation Plan and Testing); and service continuity plans.

2.1.6. Transition Closure

a)	<p>Following full roll-out and transition completion, the Supplier shall provide the Buyer with a Project Closure Report which details the completion of Transition activities identified in the S1 (Implementation Plan) and their Approval by the Buyer within the dates specified in the S1 (Implementation Plan).</p>
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2.1.7. Knowledge Transfer

a)	The Supplier must co-ordinate with Other Suppliers and / or the Buyer to facilitate Knowledge Transfer, in line with their Knowledge Transfer Plan.
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2.2. Service Management Requirements

2.2.1. General Principles

a)	The Supplier shall, with regards to IT Service Management, adhere to recognised industry standards for the delivery and support of all IT Service Management requirements. Industry standards include ITIL v3 and/or ISO20000 the international standard for IT Service Management
b)	The Supplier shall, with regards to IT Service Management, adhere, utilise and adopt the Buyers policies, processes and procedures in the delivery and support of IT Service Management requirements. Any recommended changes to enhance the delivery of such processes and policies must be formally provided to the Buyer for agreement and sign off
c)	<p>The Supplier shall, with regards to IT Service Management:</p> <p>1) Use the Buyers ITSM tooling for the delivery and support of all IT Service Management requirements; or</p> <p>2) Use their own ITSM tooling for the delivery and support of all IT Service Management requirements, ensuring that it integrates in near/real time with the Buyers ITSM tooling</p> <p>[Note, in line with Schedule S3 Security, all processing of Buyer Data (including all storage and transmission) shall be performed</p>
	by the Supplier exclusively within the Buyer System using the Buyer's end user computing devices (e.g. laptops), unless otherwise agreed in writing by the Buyer.]
d)	The Supplier shall, with regards to IT Service Management, provide to the Buyer a Service Design Package that details and meets all the IT Service Management requirements defined by the Buyer

e)	The Supplier shall, with regards to IT Service Management, collaborate with Other Suppliers notified by the Buyer that enhances the delivery and implementation of services. The Supplier must adhere to the principles of ISO 44001 Collaborative Relationships which helps to establish clear roles, expectations and the alignment of processes and ways of working.
f)	The Supplier shall, unless otherwise agreed with the Buyer, ensure that all Services and service components meet the functional needs of the Buyer and comply with the Open Standards
g)	The Supplier shall create a report on the extent of exemption against the Open Standards for any Service or service component where the Buyer agrees non-compliance with the Open Standards, and provide this to the Buyer within twenty (20) Working Days of Buyer agreement to non-compliance.

2.2.2. Service Strategy

a)	The Supplier shall, with regards to IT Service Management, support the Buyer with ensuring that the portfolio of services is accurate and any inaccuracies or missing information is identified and updated
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2.2.3. Service Design

a)	The Supplier shall, with regards to IT Service Management, manage the availability of resources to meet the milestones outlined in S1 (Implementation Plan).
b)	The Supplier shall, with regards to IT Service Management, support the Buyer with mitigating service risks and recommending to the Buyer appropriate measures to mitigate risks where the Supplier has an agreed active role, or it is agreed that the Supplier will participate in the management of risk.
c)	The Supplier shall, with regards to IT Service Management, make available Service Catalogue items and support the Buyer in ensuring that it is accurately represented in the Buyers Service Catalogue

2.2.4. Service Transition

a)	The Supplier shall collaborate with Other Suppliers to facilitate cease and decommissioning of FITS Voice Services
b)	The Supplier shall update the CMDB asset registers as directed in the asset and configuration management process.
	Data quality will need to conform to the MoJ Minimum Data Standards or above, and exceptions will need to follow the MoJ Data exception process.
c)	The Supplier shall, with regards to IT Service Management, ensure that all changes to services that enhance the service provision are agreed with the Buyer and defined using the Buyers change process, in accordance with Schedule 5 - Change Control Procedure
d)	The Supplier shall, with regards to IT Service Management, ensure all relevant service documentation and support articles are produced, maintained, assured and stored within the Buyers ITSM tooling as defined in the exit criteria, in accordance with Schedule 10 - Exit Management
e)	The Supplier shall, with regards to IT Service Management, provide training materials to the Buyer as required, on all Voice Service components, in accordance with S1 (Implementation Plan).
f)	The Supplier shall, with regards to IT Service Management, follow and adhere to all service transition principles for test and exit criteria, in accordance with Schedule 10 - Exit Management.

2.2.5. Early Life Support

a)	The Supplier shall, with regards to IT Service Management, define their Early Life Support process within the Service Design Package. This Early Life Support process must detail all support procedures necessary to provide Early Life Support as outlined in the S1 (Implementation Plan).
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b)	The Supplier shall ensure that all Early Life Support exit criteria has been met and accepted prior to the transfer of services at a Site, in accordance with S1 (Implementation) - Milestone 6 for Pilot site and Milestone 7 for Site rollout.
c)	The Supplier shall, with regards to IT Service Management, ensure that Early Life Support is aligned to the S1 (Implementation Plan) in accordance with Call-Off S1 (Implementation Plan) Milestone 6 and Milestone 7.