

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

**Call-Off Reference:** PROC 508-2023

**Call-Off Title:** Merger Data Management and Electronic Request for Information System

**Call-Off Contract Description:** The Competition and Markets Authority (CMA) is awarding a single contract to a Supplier who will propose, design, develop, deploy and support a solution which will meet two current business needs:

- \* Mergers data management
- \* Mergers electronic Request for Information (eRFI).

It is expected that the solution will evolve and meet other emerging business needs across the CMA. The solution could therefore serve as the basis for a wider case management solution for the CMA.

**The Buyer:** Competition and Markets Authority

**Buyer Address:** The Cabot, 25 Cabot Square, London, E14 4QZ

**The Supplier:** Deltascheme Ltd

**Supplier Address:** 9 Nimrod Way, East Dorset Trade Park, Wimborne, England, BH21 7UH

Registration Number: [REDACTED]

DUNS Number: [REDACTED]

**SID4GOV ID:** Not applicable.

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and was issued by the Buyer to the Supplier for review on 15<sup>th</sup> January 2024.

It is issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot Lot 1: Digital Outcomes**

Further information can be found in Framework Schedule 1 (Specification).

### **Call-Off Incorporated Terms**

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules. For the avoidance of doubt, the Parties agree no Call-Off Special Schedules apply to this Call-Off Contract.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8 ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.8
  - Call-Off Schedules for RM1043.8 ○ Call-Off Schedule 1 (Transparency Reports) ○ Call-Off Schedule 3 (Continuous Improvement) ○ Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) ○ Call-Off Schedule 7 (Key Supplier Staff) ○ Call-Off Schedule 8 (Business Continuity and Disaster Recovery) ○ Call-Off Schedule 9 (Security) – Part A only unless elements of Part B are expressly included in a Statement of Work
    - Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 13 (Implementation Plan and Testing) – Parties agree that the intention is for the implementation plan to be agreed between the Parties as part of the applicable SoW.
    - Call-Off Schedule 18 (Background Checks) ○ Call-Off Schedule 26 (Cyber Essential Scheme)
- 4 CCS Core Terms (version 3.0.11)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms or Buyer terms are part of the Call-Off Contract (including, for the avoidance of doubt, any additional or supplementary terms set out in the Buyer's ITT), unless in the case of Buyer terms, these are expressly included in the Call-Off Contract as Special Terms or Special Schedules. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **Call-Off Special Terms and Call-Off Special Schedules**

The following Special Terms and/or Call-Off Special Schedules are incorporated into this Call-Off Contract:

- Parties to refer to Appendix 2 (Special Terms) to this Order Form.

**Call-Off Start Date:** 16 January 2024 **Call-Off Expiry Date:** 15 January 2026 **Call-Off Initial Period:** 24 Months **Call-Off Optional Extension Period:** 12 Months **Minimum Notice Period for Extensions:** 1 Month

**Call-Off Contract Value:** Based on the first Statement of Work and potential future Statement of Work (for scenario 2), the combined estimated Call-Off Contract value is £597,125 (Five Hundred and Ninety Seven Thousand, One Hundred and Twenty Five Pounds)

### **Call-Off Deliverables**

The Deliverables set out in the Buyer's Statement of Requirements, as published with the Buyer's Invitation To Tender dated October 2023. It is acknowledged that the Deliverables will be called off as and when required by the Buyer in accordance with the Statement of Work section of this Order Form.

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

### **Cyber Essentials Scheme**

Where expressly stated in the applicable SoW that, the Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of the applicable Deliverables under this Call-Off Contract, the Supplier shall, upon request from the Buyer, provide confirmation of such Cyber Essentials Certificate to the Buyer.

### **Maximum Liability**

Notwithstanding anything to the contrary in this Call-Off Contract, the Supplier's Call-Off Tender or the Buyer's ITT, the limitation of liability for this Call-Off Contract shall be as stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

### **Call-Off Charges**

Details of charges are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). The following charging methods can be used in a Statement of Work depending on the nature of the Deliverables and how the Supplier has calculated its commercial proposal:

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

The detail of the charges will be set out in the applicable Statement of Work but for the purpose of clarity in respect of the first Statement of Work, the Call-Off Charges are broken down below and are subject to a CTM in respect of Scenario 1 only.

### **Call-Off Charges – first Statement of Work**

The Call-Off Charges for the first Statement of Work (i.e. Scenario 1), subject to any assumptions set out in the Supplier's Call-Off Tender, are broken down as follows and have been calculated on the basis of CTM in accordance with the rates submitted as part of the Supplier's Tender.

The below Call-Off Charges will be invoiced by the Supplier Monthly in arrears, subject to the CTM mechanism.

### **Scenario 1**

[REDACTED]

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

[REDACTED]

[REDACTED]

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

[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
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The potential Call-Off Charges for a future Statement of Work (i.e. Scenario 2) are set out below as per the Supplier's Call-Off Tender. The final Call-Off Charges will depend on the scope of the Buyer requirements in respect of potential use cases. Call-Off Charges, shall unless otherwise agreed between the parties in writing, be calculated by reference to the Supplier's rate card submitted as part of its Tender.

[REDACTED]

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

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



Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

As agreed in the applicable Statement of Work.

### **Payment Method**

The frequency of invoicing is monthly in arrears via BACS and all supplier invoices are to include a breakdown of services and the period being charge and have a valid CMA Purchase Order number included.

### **Buyer's Invoice Address**

Accounts Payable: 

### **Buyer's Authorised Representative**



### **Buyer's Environmental Policy**

Not applicable

### **Buyer's Security Policy**

Not applicable

### **Supplier's Authorised Representative**


**Supplier's Contract Manager**

**Progress Report Frequency**

Weekly, unless otherwise agreed between the parties in writing. The form of progress reporting applicable to a SoW shall be agreed in writing between the parties following the start date of the applicable SoW.

**Progress Meeting Frequency**

Weekly, unless otherwise agreed between the parties in writing in the applicable SoW.

**Key Staff**

Key Staff will be identified in the relevant Statement of Work as this will depend on the nature of the Deliverables, particularly where outcome based as the Supplier shall ensure that appropriate personnel, whilst not identified as "*Key Staff*", are used to deliver the outcome in accordance with this Call-Off Contract.

**Key Subcontractor(s)**

For the purposes of this Call-Off Contract, Deltascheme is the contracting entity and is part of Transparency on the basis Deltascheme Ltd was acquired by Transparency Solutions Ltd. Deltascheme personnel used to provide the Deliverables may be employees of Transparency Solutions Ltd due to the acquisition.

**Commercially Sensitive Information** Comprises:

- Call-Off Charges
- Supplier pricing information
- Supplier's Call-Off Tender, including methodology
- Supplier's security management plan (if any)
- Supplier's business continuity and disaster recovery plan (if any)
- Supplier personnel names/contact details

**Balanced Scorecard**

Not Applicable

**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
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Not applicable	Not applicable	Not applicable
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**Service Credits**

Not applicable

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

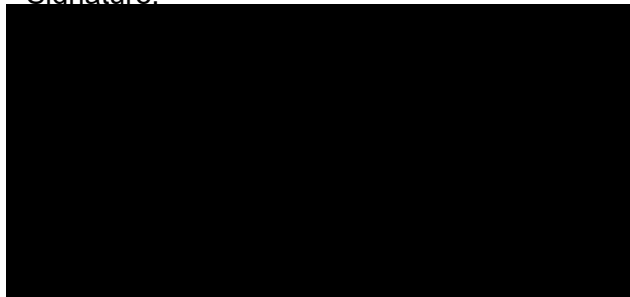
Not applicable

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works in respect of the Deliverables. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

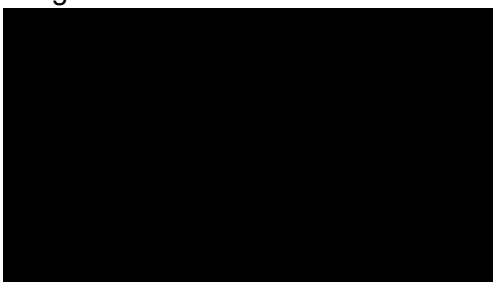
**For and on behalf of the Supplier:**

Signature:



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

Signature:



**Appendix 1**



## **1 Statement of Works (SOW) Details – Introduction**

The first Statement(s) of Works are inserted below as part of the executed Order Form.

Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

The Parties agree that only the terms and conditions of the Call-Off Contract shall apply to this Statement of Work, with such terms being limited to the standard RM1043.8 terms and unless expressly set out in this Statement of Work, no additional or supplementary Supplier or Buyer terms shall apply to this Statement of Work, save to the extent the Special Terms apply.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**SOW Title:** Mergers Data Management and Electronic Request for Information System

**SOW Reference:** SoW number 1

**Call-Off Contract Reference:** RM1043.8

**Buyer:** Competition and Markets Authority

**Supplier:** Deltascheme Ltd

**SOW Start Date:** date of the last signature of this Statement of Work

**Duration of SOW:** until such time that the Deliverables have been completed by the Supplier.

## **2 Statement of Works (SOW) Details: Deliverables - Mergers Data Management and Electronic Request for Information System**

The Supplier shall provide services to the CMA to develop the 'Mergers Data Management and Electronic Request for Information System' (ref PROC 508-2023).

The Deliverables shall be delivered by the Supplier in accordance with Sections 2 to 4 (inclusive) only of the Supplier's Call-Off Tender titled 'Proposal for PROC 508-2023 Mergers Data Management and Electronic Request for Information System', dated 08 December 2023, in response to the CMA opportunity ref 'PROC 508-2023', published on the Digital Outcomes and Specialists 6 (RM1043.8) Framework portal.

## **3 Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

#### **4 Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

#### **5 Call-Off Charges**

The applicable charging method for this Statement of Work is Capped Time and Materials. Subject to any assumptions set out in the Supplier's Call-Off Tender, the Call-Off Charges which are payable by the Buyer to the Supplier in respect of the Deliverables set out in this Statement of Work are broken down as follows:


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The above Call-Off Charges will be invoiced by the Supplier Monthly in arrears, subject to the CTM and shall be payable by the Buyer following invoice in accordance with this Call-Off Contract.

Expenses shall be reimbursed by the Buyer subject to the prior Approval of the Buyer, such approval not to be unreasonably withheld or delayed.

## **6 Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

## **1 Signatures and Approvals**

### **Agreement of this SOW**

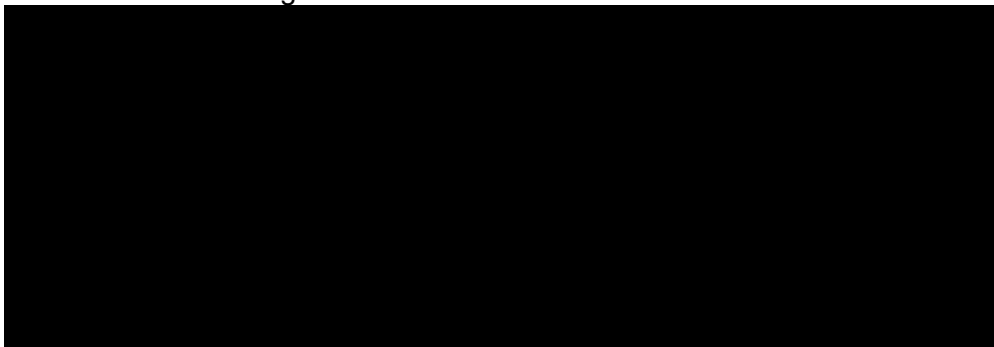
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract (on the basis of the standard RM1043.8 terms only and that no additional or supplementary terms of either Party apply, save where included as Special Terms) and be legally binding on the Parties:

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

Name: Clive Feakin

Title: Managing Director: Digital Workplace

Date: 27/02/2024 Signature:



### **Annex 1 Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
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<p><b>Identity of Controller for each Category of Personal Data:</b></p>	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b> The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul> <p>Processing permitted solely for the purpose of performance of the CallOff Contract.</p> <p><b>The Parties are Independent Controllers of Personal Data</b> The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <ul style="list-style-type: none"> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> <li>• the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority</li> </ul>
<p>Duration of the Processing</p>	<p>The life of the contract including any extension if exercised plus up to 12 months following the end of the contract</p>
<p>Nature and purposes of the Processing</p>	<p><i>To facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract including</i></p> <ol style="list-style-type: none"> <li><i>Ensuring effective communication between the Supplier and the Buyer</i></li> <li><i>Maintaining full and accurate records of the Call-Off Contract in accordance with Core Term 6 (Record Keeping and reporting)</i></li> </ol>

Type of Personal Data	<p><i>Includes:</i></p> <p>a. <i>Contact details of, and communications with, Buyer staff concerned with management of the Call-Off Contract</i></p> <p>b. <i>Contact details of, and communications between Supplier staff concerned with management of the Call-Off Contract,</i></p> <p>c. <i>Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from the Call-Off Contract</i></p> <p>Name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.</p>
Categories of Data Subject	<p><i>Includes:</i></p> <p>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc, members of the public.</p>
International transfers and legal gateway:	<p><i>Location: UK</i></p> <p><i>Legal reliance: UK GDPR</i></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><i>All relevant data to be deleted after the expiry or termination of the Call-Off Contract unless longer retention is required by Law</i></p>

## Appendix 2 – Special Terms

The following Special Terms are incorporated into this Order Form and shall apply to each SoW to the extent applicable:

### Special Term 1

New Clause shall be inserted into the Core Terms as follows:

#### 1. Authorised Representative

- 1.1. The person identified in the Order Form (including any successor in office from time to time of such person) is authorised to act as the Buyer's 's Authorised Representative on all matters concerning this Call-Off Contract.
- 1.2. The person identified in the Order Form (including any successors in office from time to time of such person) is authorised to act as the Supplier's 's Authorised Representative on all matters concerning this Call-Off Contract.

- 1.3. Each of the Buyer and the Supplier may from time to time by notice in writing to the other Party appoint another person to act as its authorised representative. Both Parties shall use their reasonable endeavours to ensure that any such substitutions and or additions do not have any adverse impact on the Services.

## **Special Term 2**

### **2. Indemnities and Insurance**

New Clause shall be inserted into the Core Terms as follows:

- 2.1. The Supplier shall hold harmless and indemnify the Buyer on demand from and against all Losses arising from claims made by the Buyer's staff or agents, or by third parties against the Buyer, in respect of any death or personal injury, or loss or destruction of or damage to property to the extent caused, whether directly or indirectly, by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Supplier, its employees, agents or sub-contractors.

New Clause shall be inserted in the Core Terms as follows:

- 2.2. Save where such personal liability is not capable of exclusion or limitation under Law, nothing in this Call-Off Contract shall impose any liability on any member of the staff of the Buyer or its representatives or the Supplier's Staff or its representatives in their personal capacity.

Core Term 9.5 shall be deleted in its entirety (and any references to Clause 9.5 in the Call-Off Contract shall be deemed deleted) and a new clause inserted into the Core Terms as follows:

- 2.3. The Supplier shall indemnify the Buyer against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Supplier for the purpose of this Call-Off Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Buyer.

New Clause shall be inserted in the Core Terms as follows:

- 2.4. The Buyer shall indemnify the Supplier against all Losses arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights provided by or on behalf of the Buyer and which are used by the Supplier in the course of providing the Deliverables, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Supplier.

New Clause shall be inserted in the Core Terms as follows:

- 2.5. Subject to Clause 11.4 of the Core Terms and notwithstanding anything to the contrary in this Call-Off Contract, the total aggregate amount of liability under this Clause 2 shall be limited to a sum of twice the Charges paid by the Buyer under the Call-Off Contract.

New Clause shall be inserted in the Core Terms as follows:

- 2.6. Subject to clause 10.6.3 of the Core Terms, the Buyer shall not be liable under to pay any sum which:
- 2.6.1. was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
  - 2.6.2. when added to any sums paid or due to the Supplier under the Call-Off Contract exceeds the total sum that would have been payable to the Supplier if the Call-Off Contract had not been terminated prior to the expiry of the Call-Off Contract Period; or
  - 2.6.3. is a claim by the Supplier for loss of profit or any indirect or consequential loss, due to early termination of the Call-Off Contract.

### **Special Term 3**

#### **3. Conflicts of Interest**

New Clause shall be inserted into the Core Terms as follows:

- 3.1. The Supplier shall disclose to the Buyer's Authorised Representative as soon as is reasonably practical after becoming aware of any actual or potential conflict of interest relating to provision of the Deliverables by the Contractor or any event or matter (including without limitation its reputation and standing) of which it is aware or anticipates may justify the Buyer taking action to protect its interests.

### **Special Term 4**

#### **4. Survival of the Contract**

New Clause shall be inserted into the Core Terms as follows:

- 4.1. Insofar as any of the rights and obligations of the Parties in this Call-Off Contract shall or may be exercised after expiry or termination of the Call-Off Contract, the provisions of the Call-Off Contract conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry or any other contract with the Buyer (save to the extent the Parties intend for, and agree in writing, the other contract to supersede this Call-Off Contract).

### **Special Term 5**

#### **5. Non-Solicitation**

New Clause shall be inserted into the Core Terms as follows:

- 5.1. For the duration of this Call-Off Contract and for a period of six months thereafter, the Supplier shall not directly or indirectly employ, engage or enter into any contract for works or services with any employee of the Buyer with whom the Supplier has had contact during this Call-Off Contract without the prior written consent of the

Buyer. For the avoidance of doubt, general public advertisements for employment or engagement and any individual's response thereto will not be deemed a violation of this clause 5.1.

5.2. The Supplier acknowledges that breach of Clause 5.1 shall give rise to considerable cost being incurred by the Buyer. In the event of any such breach, the Supplier agrees to make the following payments to the Buyer:

- (a) the full recruitment costs associated with the recruitment of a replacement for the Buyer employee including but not limited to advertising, agency fees and reasonable internal management time;
- (b) any additional costs incurred by the Buyer in the employment of temporary staff to provide cover in whole or in part for the said employee during any recruitment period; and
- (c) where in the reasonable opinion of the Buyer the employee has received special training funded by the Buyer, the Supplier shall pay the reasonable costs associated with providing additional training to any new employee.

5.3. If the Buyer gives its consent to the employment of any of its employees by the Supplier such consent shall not vary or amend the duties of confidentiality owed by the said employee to the Buyer or the Supplier obligations under this Call-Off Contract. The Buyer may at its reasonable discretion make such consent conditional on the receipt by the Buyer of the payments described in Clause 5.2 above.

### **Special Term 6**

#### **6. Working Time Directive**

New Clause shall be inserted into the Core Terms as follows:

- 6.1. The Supplier shall ensure that the Working Time Directive Employment Regulations shall be applied in the proper manner to all personnel supplied via this Call-Off Contract.
- 6.2. The Supplier shall ensure that commensurate with good employment practices and policies observed by the Buyer, that all employment legislation is applied appropriately to all workers employed in providing the Deliverables.

### **Special Term 7**

#### **7. Equal Opportunities and Harassment**

New Clause shall be inserted into the Core Terms as follows:

- 7.1. The Supplier shall adopt a policy to comply with the requirements of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Employment Equality (Religion or Belief) Regulations 2003, the Sex Discrimination Act 1975 as amended, Equal Pay Act 1970, Employment Equality (Sexual Orientation)



Regulations 2003, Sex Discrimination (Gender Reassignment) Regulations 1999, and the Disability Discrimination Act 1995 and the Disability Discrimination Act 2005, and accordingly, shall not treat one individual or group of people less favourably than others because of colour, race, nationality, ethnic origin, religion, gender, sexual orientation or disability and, further, shall seek to promote equality among its workers and generally. The Supplier shall note the Buyer's current and future obligations under these Acts and under the Data Protection Act 2018, Freedom of Information Act 2000, Human Rights Act 1998, and any codes of practice and best practice guidance issued by the Government and the appropriate enforcement agencies.

- 7.2. The Supplier shall comply with the above legislation in so far as it places obligations upon the Supplier in the performance of its obligations under this Call-Off Contract. The Supplier shall facilitate the Buyer's compliance with the Buyer's obligations under these provisions and comply with any reasonable request from the Buyer for that purpose.
- 7.3. In the event of any finding of unlawful racial, disability or sexual discrimination being made against the Supplier by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission the Supplier shall take appropriate steps to prevent repetition of the unlawful discrimination and shall on request provide the Buyer with details of any steps taken.
- 7.4. The Supplier shall set out its policies on race relations, sex discrimination and disability discrimination:
  - (a) in instructions to those concerned with recruitment, training and promotion;
  - (b) in documents available to its personnel, recognised trade unions or other representative groups of its personnel; and
  - (c) in recruitment advertisements and other literature.
- 7.5. The Supplier shall, on request provide the Buyer with copies of its policies, examples of the instructions and other documents, recruitment advertisements and other literature.
- 7.6. The Supplier shall provide such information as the Buyer may reasonably request for the purpose of assessing the Supplier's compliance with this Clause 7.
- 7.7. The Supplier shall take all reasonable steps to ensure that Supplier's personnel engaged in the performance of the Call-Off Contract do not act towards either Buyer staff or members of the public in a manner that could amount to harassment on any of the grounds mentioned in clause 7.1. In the event of any finding of unlawful discrimination being made against the Supplier by any court or tribunal, or of any adverse finding in any formal investigation, the Supplier shall take appropriate steps to prevent repetition of the unlawful discrimination and shall, on request, provide the Buyer with details of any steps taken.

## **Special Term 8**

### **8. Payment**

New Clause shall be inserted into the Core Terms as follows:

- 8.1 All invoices must be sent, quoting a valid purchase order number, to: The Competition and Markets Authority, Finance Team, The Cabot, 25 Cabot Square, London E14 4QZ. The Authority shall, without undue delay, after the signing of the applicable Statement of Work, send you a Purchase Order (PO) with unique PO number. You must be in receipt of a valid PO number before submitting an invoice.
- 8.2 To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

### **Special Term 9**

New Clause shall be inserted into the Core Terms as follows:

#### **9. Publicity Clause**

The Supplier agrees not to disclose the identity of the Buyer as a client of the Supplier, nor to use the Buyer's name nor refer to the Buyer directly or indirectly in any advertisement or other publication without receiving the Buyer's prior written approval for such use or reference and to the form and context in which the reference to the Buyer is to appear. The Supplier shall abide by any conditions or limitations imposed by the Buyer in such approval, if given. The Supplier further agrees not to disclose the existence of this Call-Off Contract, or the nature of the relationship established by this Call-Off Contract.