

**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 6th November 2023 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 <https://www.crowncommercial.gov.uk/agreements/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 Deliverables 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 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports; and
5. Annex 1 – Call-Off Terms.

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

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).

Section A

General information

Contract Details

Contract Reference:

C21695

Contract Title:	GIO Delivery Support
Contract Description:	This contract will provide delivery support services to deliver the GIO activities.
Commencement Date:	13/12/2023

Buyer details
Buyer organisation name Department for Environment, Food and Rural Affairs (Defra)
Billing address Nobel House, 17 Smith Square, London SW1P 3JR
Buyer representative name [REDACTED]
Buyer representative contact details [REDACTED]
Buyer Project Reference C21694

Supplier details
Supplier name UBDS IT Consulting Limited
Supplier address Paddington Works, 8 Hermitage Street, London, W2 1BE
Supplier representative name [REDACTED]
Supplier representative contact details [REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number. Click here to enter text.

Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

12 months (+ optional extension of 12 months)

Services

The Supplier shall provide the following Services to the Buyer:

The delivery support partner will have responsibility for the delivery of technical and business impacting change and successful outcomes. This will include the establishment of appropriate governance and assurance, monitoring progress, managing risks and issues and ensuring business readiness for change. They will be expected to prepare business cases and benefits management within the delegated budget.

They will follow and drive DDTS programme and project governance tracking performance against milestones and risk mitigation metrics, managing dependencies, risks and issues.

The Services are more particularly described in Attachment 1 (Services Specification).

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

1. GIO DP Portfolio Management 2
To provide capability to lead, manage and support the portfolio governance and delivery. The requirement covers the full life cycle from idea initiation to closure and benefits realisation.
2. DDTS SoW Milestones 8, 9 and 10
To re-instate outcome milestone 8, 9 and 10 to maintain these services from 27th November 2023 to 5th April 2024. The outcomes include providing support for the Spending Review 24 to assemble the draft catalogue of change for GIO DP.
3. End User SoW Milestones 8 and 9
To re-instate milestones 8 and 9, to deliver the full business case for approval to proceed, and draft Exit and Transition plans, with the preferred bidder. Further, outcomes include supporting the contact schedules completion (in line with the requirements) and contract award.
4. Hosting and Storage Milestone 7 and 8
To re-instate milestones 7 and 8, to deliver the full business case for approval to proceed, and draft Exit and Transition plans, with the preferred bidder. Further, outcomes include supporting the contact schedules completion (in line with the requirements) and contract award..
5. Business Change SoW Milestone 3, 4 and 5

To complete the Business Impact Analysis for the other two procurement projects, to inform a Business Change Approach, for future execution. Outcomes also include a Business Change Toolkit to be used within the GIO DP, on future projects

6. Joiners, Movers and Leavers Delivery

The requirement within the Service Management function, is for a Senior Project Manager, and Lead Business Analyst, to deliver, using the Agile framework:

- A new capability which improves the employee experience through ease of use, simplified processes, accessibility, and time taken on the Joiners, Movers, and Leavers (JML) activities.
- Delivery of aligned and integrated back-end processes in HR, DDTS and SSCL, to reduce overpayments and case management, recover kit/licences, reduce cyber-risk, and reduce error rates.
- Support the procurement, and delivery of, a SAAS solution that improves workflows across user journeys on a single platform, leading to further digitisation and automation of the JML process and supports Synergy Programme.
- Contribute to Corporate Services and HR project deliverables in reducing time to hire, portal accessibility for the Corporate Intranet Project, and to provide benefits for other Corporate Services projects.
- Continue to Meet GIAA Audit Requirements and compliance targets in the JML Space.

7. GIO DP Delivery Outcomes

The majority of GIO DP projects is resourced through Contingent Labour and/or Managed Services arrangements. Through these arrangements, resources are often deployed on a resource by resource basis, rather than a team to land and deliver the more complex projects.

8. Service Readiness

The requirement is for an Operational Service Design management capability to provide the following for the Future Mode Operation (FMO2) programme:

- Service Design Packages (SDPs) that are assured (if created by the vendor partner) or
- created and approved by Service Design Review Board (SDRB) to include reviews of previously approved SDPs where changes have been made by the vendor partner
- SDPs/STPS and SOGs need to comply with Defra DDTS' Service Design standards, with input from our various ITIL process subject matter experts (SMEs) and other stakeholders as defined within the SDP/STPS and SOG templates and ways of working document
- Accepted response from SMEs, documented through the document review form (DRF), which is used to capture comments from SMEs on the SDP, STP's and SOGS
- SDPs to be built around the approved technical high-level design and the proposed support model
- The SDPs/STPS and SOGs should identify any service risks, clearly documenting mitigation actions and risk owners
- Creation and presentation of a summary of the SDPs/STPS and SOGs into the Service Design Review Board/ GATE 4 packs using approved template
- Management of actions and resolution of caveats emanating from the SDRB/ Gate 4 assurance boards
- Ensure DEFRA's End to End services are protected through the incorporation of appropriate service design into Delivery activities and plans, providing guidance and advice on NFR's, service requirements and serviceability criteria to feed into the assessment of live service readiness
- Ensure that Service Readiness criteria are defined, approved, and met before the Live Implementation Date,

- Throughout Transition tracking and assessing progress towards completion of agreed criteria through Readiness reviews and assuring that risks to the E2E Service are highlighted so they are formally identified, communicated, mitigated, or accepted
- Accountable for accurate assessment, review and sign-off of impacts for all assigned Project related IT Change Requests
- Ensuring that all service readiness activities are published, concurred, circulated and effectively used
- Ensuring a business impact analysis and risk assessment are conducted before implementation of each new or changed service and challenging timelines when appropriate
- Accountable of planning for early life support in the Production environment in ensuring service priorities are supported and met
- Ensuring there is minimal unpredicted impact on the production services, operations and support
- Escalation of appropriate risks where impacts to production services, operations and support occur

9. Service Architecture Delivery

To provide 'Service Architecture' review of every project or procurement presented at Resourcing meetings, provide estimate of cost (with $\pm 50\%$ tolerance). Size of Service Architecture review will depend on stage and scale of project. Each stage to be costed as discrete delivery package.

To include, but not limited to:

- Supporting procurements from a Service perspective.
 - Provide guidance such that DEFRA can purchase with their 'eyes open'
 - Challenging providers on their ability to fulfil service related provisioning
 - Ensure non-functional requirements yield what they are expected to yield
 - Provision is made with Service Management in mind – particularly alignment to the Defra Service Tiers and Service Management Operating Model (SMOM)
- Build a 'line of sight' to Service Design
 - Service Organisation Requirements aligned and built into procurement methods & technical solutions up front
 - Joint Custodianship of Service Organisation Requirements (with Service Design)
 - Determine, agree and govern exceptions and exemptions – i.e. SMOM variance
 - Serve as an enabler so Service Design can deliver what has been asked for rather than a fait accompli
- Support the Service Design organisation
 - Allow Service Design to focus on the forward delivery of Service
 - Serve as a point of clarifications for agreed technical and procurement restrictions to negate blockers within the Service Design process
- Support the Service Operation organisation
 - During implementation & Transition phase of projects, provide support and consultancy to ensure meshing of contractual terms across multiple suppliers in a mutually beneficial way whilst maintaining a holistic view of the dependencies of other projects and services.

10. Other in-scope delivery support services

Support strategic decision making by Defra leadership relating to the GIO portfolio by working with DDTS to ensure alignment to the SR21 bid and any subsequent bids for funding and or prioritisation. This may include but is not limited to;

- creating / updating portfolio level business cases

- completing business change impact analysis for procurement projects in the portfolio
- supporting senior stakeholder engagement requirements gathering

The Deliverables are more particularly described in Attachment 1 (Services Specification).

Sites for the provision of the Services

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

Remotely from anywhere in the UK, but may be required to make regular visits to a Defra location. Specific components of the work package (e.g. provision of technology to Defra locations or facilitation of in-person workshops) may also require in-person attendance to a Defra location.

Supplier Premises:

From anywhere in the UK

Third Party Premises:

Not Applicable

Additional Standards

As provided in the Specification

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Key Supplier Personnel	Key Role(s)	Duration
	Strategic Portfolio Director	Contract Period

Buyer Property

Not Applicable

Buyer Security Policy

As provided in the Specification

Buyer Enhanced Security Requirements

As provided in the Specification

Insurance

Third Party Public Liability Insurance (£) - £1m

Professional Indemnity Insurance (£) - £1m

Key Sub-Contractors

Not Applicable

3.7 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Each Work Package shall have a corresponding Statement of Work (SoW) that describes in full the Work Package's requirements, deliverables, milestones, risks, assumptions, dependencies, and exclusions. The table below shows the Estimated Contract Charges for the Work Packages:

The contract charges (exc VAT) are set out below:

WP	WP Description	Estimated Fee
WP 1	GIO DP Portfolio Management	
WP 2	DTS SoW Milestones 8, 9 and 10	
WP 3	End User SoW Milestones 8 and 9	
WP 4	Hosting and Storage Milestone 7 and 8	
WP 5	Business Change SoW Milestones 3, 4, and 5	
WP 6	Joiners, Movers, and Leaders Delivery	
WP 7	GIO DP Delivery Outcomes	
WP 8	Service Readiness	
WP 9	Service Architecture Delivery	
WP 10	Other In-Scope Delivery Support Services	
Total		£4,625,620.00

Day Rates

Staff Grade	Standard Day Rate
SFIA 3	
SFIA 4	
SFIA 5	
SFIA 6	
SFIA 7	

- Consultant's working day: 8 hours exclusive of travel and lunch
- Working week: Monday to Friday excluding national holidays
- Office hours: 9:00am to 5:00pm Monday to Friday
- Travel, mileage subsistence: Included in day rate within M25. Payable at department's standard travel and subsistence rates outside M25
- Mileage: As for travel, mileage subsistence
- Professional indemnity insurance: included in day rate

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

The payment profile for this Contract is associated with the achievement of milestones in accordance with details of payments provided in the Statements of Works (SoWs) for the services to be delivered.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

accounts-payable.def@gov.sscl.com

SSCL Defra PO Box 790 Newport NP10 8FZ

All invoices must include:

All invoices must include a valid Purchase Order Number and Contract Reference Number.

Method of Payment

Guidance Note – insert method of payment e.g. BACS.

The payment method for this Contract is BACS.

Contract Anticipated Potential Value: £4,625,620.00

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative 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 Lot 1.

Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S2: Continuous Improvement	<input type="checkbox"/>
S3: Supply Chain Visibility	<input type="checkbox"/>

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

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"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

Additional Buyer Terms

Additional Governance

Open Book

1. UBDS shall bring to the Project Board [or Defra Group Commercial directly for any work package that does not have an associated Project Board] once a month a tracker showing, for each Milestone Amount, how much cost UBDS has incurred in that month, and cumulatively.
2. For each milestone amount, UBDS shall track against its base price, and against its base price + the risk premium UBDS applied when quoting.

Change Control

1. When UBDS brings a piece of work to the Project Board and asks for a decision (e.g. for UBDS to undertake the work):
 - a. UBDS must have sense-checked this piece of work against their existing Statement of Work and identify the quantum.
 - b. If UBDS deems that this piece of work is outside its Statement of Work, and Defra Group Commercial agrees, this must be clearly communicated in parallel to the decision requested (i.e. the Board gets the decision and the consequence together).
 - c. The cost of the change control to bring the work into scope must clearly be communicated prior to the Project Board decision.
2. When a member of the Project Board makes a request for the UBDS Project Team to undertake a piece of work:
 - a. UBDS shall remind the Board that it will now start a sense check against the SOW.
 - b. UBDS shall be required to swiftly determine whether from its point of view the work falls outside of its current SoW.
 - c. If UBDS deems the request as within its existing SOW, it shall confirm as such to the Project Board.
 - d. If UBDS deems the request to fall outside its existing SOW, and Defra Group Commercial agrees, UBDS shall bring back to the Project Board the net increase in cost (the cost of the change control) as soon as possible.
3. Commercial need to be copied and consulted on all matters of potential change control.
4. No word-of-mouth Change control is valid without written Change Control.
5. Day to day decisions can and should be made by the Core Procurement Team for each Statement of Work. If the working group needs to be defined, this should be done in individual Statement of Works.

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

Not Applicable (limitation of liability set out in Clause 12.1 applies)

Termination for Convenience

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not Applicable

Section C

Supplier response

Commercially Sensitive information


Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Not Applicable

Summary

Introduction	The <i>Department for the Environment, Food, and Rural Affairs</i> (hereafter referred to as “the Buyer”) and <i>UBDS IT Consulting Limited</i> (hereafter referred to as “the Supplier”) (hereafter referred to collectively as “the Parties”) intend to enter into a call-off contract (hereafter referred to as “the Agreement”) in accordance <i>Crown Commercial Service RM6100 Technology Services 3</i> (hereafter referred to as “the Framework Agreement”). This document (hereafter referred to as “the Services Specification”) shall be incorporated into <i>Attachment 1: Services Specification</i> of the Agreement.
Requirement	In accordance with the terms and conditions of the Framework Agreement, the Supplier shall provide technical and portfolio management consultancy services in connection with and in support of the Buyer’s ongoing <i>GIO Delivery Support Programme</i> (hereafter referred to as “the Programme”). The Programme consists of twelve (12) work packages (hereafter referred to as “the Work Packages”). The Work Packages shall support the realisation of the Buyer’s short, medium, and long-term strategic aims and objectives (in connection with the Programme).
Work Packages	Each Work Package shall have a corresponding Statement of Work that describes in full the Work Package’s requirements, deliverables, milestones, risks, assumptions, dependencies, and exclusions.

Work Package 1: GIO DP Portfolio Management

Description	<p>The Supplier shall:</p> <ul style="list-style-type: none">• •
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	<p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p>
Fees/Milestone	<p>The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 2: DTS SoW Milestones 8, 9 and 10

Description	<div data-bbox="502 1431 1340 1536"> <div data-bbox="502 1431 1340 1444"></div> <div data-bbox="502 1444 1340 1458"></div> <div data-bbox="502 1458 1340 1471"></div> <div data-bbox="502 1471 1340 1487"></div> <div data-bbox="502 1487 1340 1500"></div> <div data-bbox="502 1500 1340 1514"></div> <div data-bbox="502 1514 1340 1529"></div> </div> <div data-bbox="502 1556 1340 1619"> <div data-bbox="502 1556 1340 1570"></div> <div data-bbox="502 1570 1340 1585"></div> <div data-bbox="502 1585 1340 1599"></div> <div data-bbox="502 1599 1340 1612"></div> <div data-bbox="502 1612 1340 1626"></div> </div> <div data-bbox="502 1691 745 1718"> <div data-bbox="502 1691 745 1704"></div> <div data-bbox="502 1704 745 1718"></div> </div> <div data-bbox="552 1789 1340 1937"> <div data-bbox="552 1789 1340 1803"></div> <div data-bbox="600 1823 879 1852"> <div data-bbox="600 1823 879 1839"></div> <div data-bbox="600 1839 879 1852"></div> </div> <div data-bbox="557 1872 1340 1888"></div> <div data-bbox="600 1908 1169 1937"> <div data-bbox="600 1908 1169 1921"></div> <div data-bbox="600 1921 1169 1937"></div> </div> </div>
Fees/Milestone	<p data-bbox="502 1986 1340 2076"> The fee for this Work Package covers the de-booking of <div data-bbox="1219 1986 1340 2013"></div> (excluding VAT). The payment milestones shall be incorporated into the Statement of Work. </p>

Work Package 3: End User SoW Milestones 8 and 9

Description	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p>
Fees/Milestone	<p>The fee for this Work Package covers the de-booking of [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 4: Hosting and Storage Milestone 7 and 8

Description	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p style="padding-left: 40px;">[REDACTED]</p> <p style="padding-left: 80px;">[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Fees/Milestone	<p>The fee for this Work Package covers the de-booking of [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 5: Business Change SoW Milestones 3, 4, and 5

[illegible]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Fees/Milestone	<p>The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 6: Joiners, Movers, and Leaders Delivery

Description	
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Fees/Milestone	<p>The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 7: GIO DP Delivery Outcomes

[illegible]

[REDACTED]

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Fees/Milestone	<p>The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 8: Service Readiness

The Supplier shall:

	<div>[REDACTED]</div>
Fees/Milestone	The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.

Work Package 09: Service Architecture Delivery

Description	The Supplier shall: <ul style="list-style-type: none">• [REDACTED]
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	<ul style="list-style-type: none"> • [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] <p>[REDACTED] [REDACTED]</p>
Fees/Milestone	<p>The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.</p>

Work Package 10: Other In-Scope Delivery Support Services

Description	<p>The Supplier shall:</p> <ul style="list-style-type: none"> • [REDACTED] [REDACTED] [REDACTED] [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED]
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Fees/Milestone	The estimated fee for this Work Package is [REDACTED] (excluding VAT). The payment milestones shall be incorporated into the Statement of Work.

Section D
Contract award

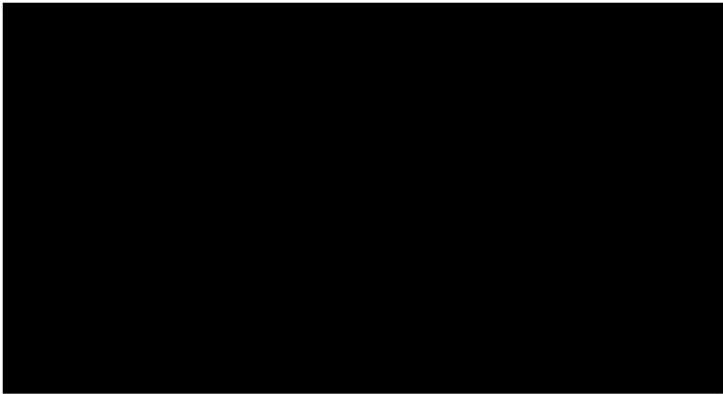
This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

	
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For and on behalf of the Buyer

	
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Attachment 1 – Services Specification

This Attachment sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

1. This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

The anticipated Services to be provided by the Supplier pursuant to this Call Off Contract are set out in paragraph 3 of this Attachment. The actual Services to be provided by the Supplier pursuant to this Call Off Contract shall be set out in the applicable SoW(s) which shall be agreed between the Parties in accordance with the following SOW process:

2. In summary

SoW process

Generating SoW at high level

- The Buyer shall draft the initial SoW
- The Buyer will send the initial draft SoW to the HoSSM (Head of Service & Supplier Management) and DgC Commercial Lead for review. Once the HoSSM and DgC Commercial Lead reviews the SoW, the draft SoW will be shared with the Supplier
- The Supplier will review the requirements under the SoW and complete the costing.
- The SoW will be reviewed by both Parties jointly and once agreement is reached with regard to the scope, Charges and any other points within the SoW, the Parties will agree the final SoW.
- The final and agreed SoW will be approved and issued for signing by both Parties.

Commencement of SoW

- The Buyer will handle any onboarding requirements The Buyer will raise the necessary Purchase Order (PO) for the Supplier to commence the work within the agreed 10 Working Days of SoW signature.

Worker Engagement Status where an IR35 Consideration Exists

The Buyer has determined a consideration of IR35 exists, but the Supplier has provided clarification that all deployed resources will be subject to appropriate deductions of Tax & NIC at source.

The following clauses are to be included as best practice when contracting for a requirement that is indicative of a supply of resources for tax purposes.

These clauses are designed to be included within the Statement of Work as Special Conditions or Clauses where appropriate:

This Statement of Work (SoW) is for the Resource driven Services, with outcome/output or product-based deliverables detailed in the SoW and will be operated as follows:

Prior to the Supplier engaging, replacing, or substituting any Supplier Staff, the Supplier shall:

confirm to the Buyer that it can continue to deliver the services using personnel who:

- *Are on payroll employees of the provider, And/or*

- *Are on payroll employees of any subcontracted provider within their supply chain And/or*
- *In the case of independent contractors/associates etc. will operate via a FCSA accredited Umbrella Company/PAYE provider for the entire period of the contract with full PAYE and NICs deducted for such personnel at source and therefore may be considered to fall outside of the IR35 “Off Payroll Working Rules”, so as not to breach the terms of the Framework.*

3. Outcome Specification of Requirements

The Service work packages that will be delivered in this contract via Statements of Works are as follows:

3.1 GIO DP Portfolio Management

Defra DDTS provides digital services across the entire Defra Group, with c.1,200 colleagues serving locations throughout the UK. Digital hub locations include Bristol, London, York, Warrington, Newcastle and Reading.

Within DDTS resides Group Infrastructure and Operations (GIO), providing critical end-to-end technology services to c.30,000 colleagues in Defra across the UK to maintain, improve and evolve these services. GIO operates a portfolio consisting of c.50 projects within seven programmes with an annual budget of c.£40mln, to deliver the outcomes committed from SR21. These programmes are technology centred and organised within "Domains", as follows:

- Connectivity
- Hosting (On-premise and Cloud)
- Digital Workplace
- Cross-Domain
- Security
- Accommodation
- Unified Communications

GIO's requirements is to provide capability to lead, manage and support the portfolio governance and delivery, from 6th April 2024 to 17th December 2024. The requirement covers the full life cycle from idea initiation to closure and benefits realisation. This will be achieved through a team consisting of a Portfolio Manager and Portfolio Management Office professionals.

3.2 DDTS SoW Milestones 8, 9 and 10

Portfolio Management, including Portfolio Management Office, capability services is currently being provided to GIO, under the Delivery Portfolio. The services include governance, control and delivery support to enable the Portfolio of change to be delivered to the required quality, cost and schedule. The requirement is to re-instate outcome milestone 8, 9 and 10 to maintain these services from 27th November 2023 to 5th April 2024. The outcomes include providing support for the Spending Review 24 to assemble the draft catalogue of change for GIO DP.

3.3 End User SoW Milestones 8 and 9

The End User Procurement Project (FEUSPP) aims to re-procure Service Desk and End User services, in line with GIO's Operating Model and vision. The project is mobilised to deliver up to the completion of supplier evaluation and arrive at the preferred bidder.

The requirement is to re-instate milestones 8 and 9, to deliver the full business case for approval to proceed, and draft Exit and Transition plans, with the preferred bidder. Further, outcomes include supporting the contact schedules completion (in line with the requirements) and contract award.

3.4 Hosting and Storage Milestone 7 and 8

The Hosting and Storage Procurement Project (FEUSPP) aims to delivery a Hosting Strategy to determine, and execute, the procurement requirements.

The requirement is to re-instate milestones 7 and 8, to deliver the full business case for approval to proceed, and draft Exit and Transition plans, with the preferred bidder. Further, outcomes include supporting the contact schedules completion (in line with the requirements) and contract award.

Re-procure Service Desk and End User services, in line with GIO's Operating Model and vision. The project is mobilised to deliver up to the completion of supplier evaluation and arrive at the preferred bidder.

3.5 Business Change SoW Milestone 3, 4 and 5

The significance of the three core infrastructure procurement projects (FEUSPP, FNPP and HASPP), necessitates the need to manage the changes with the business, to embrace and accept the changes. A Business Change workstream has been initiated to deliver a Communications and Business Change strategy, and commence business impact analysis and communications planning for the Hosting and Storage Procurement Project.

The requirement is to complete the Business Impact Analysis for the other two procurement projects, to inform a Business Change Approach, for future execution. Outcomes also include a Business Change Toolkit to be used within the GIO DP, on future projects.

3.6 Joiners, Movers and Leavers Delivery

- A new capability which improves the employee experience through ease of use, simplified processes, accessibility, and time taken on the Joiners, Movers, and Leavers (JML) activities.
- Delivery of aligned and integrated back-end processes in HR, DDTS and SSCL, to reduce overpayments and case management, recover kit/licences, reduce cyber-risk, and reduce error rates.
- Support the procurement, and delivery of, a SAAS solution that improves workflows across user journeys on a single platform, leading to further digitisation and automation of the JML process and supports Synergy Programme.
- Contribute to Corporate Services and HR project deliverables in reducing time to hire, portal accessibility for the Corporate Intranet Project, and to provide benefits for other Corporate Services projects.
- Continue to Meet GIAA Audit Requirements and compliance targets in the JML Space.

The proposal has been prepared on an outcome-based arrangement, for the duration of eight months.

3.7 GIO DP Delivery Outcomes

The majority of GIO DP projects is resourced through Contingent Labour and/or Managed Services arrangements. Through these arrangements, resources are often deployed on a resource by resource basis, rather than a team to land and deliver the more complex projects

Windows 10 Roll Out

- Complete the Roll Out of Windows 10 (Cedar) to Defra Group End Users, ensuring all Users are migrated to the new platform.
- Provide a Business facing role to support the key business area to migrate users to Windows10.
- Provide single point of contact role to field questions/issues and agree scheduling for migrations.
- Drive the migrations with the Business to achieve the critical date.
- Decommission the legacy environment in preparation for removal and Data Centre Exit.

Email Migration & Cloud

- Manage the removal of all legacy mailboxes off on premises Exchange servers. that meet the criteria.
- Move those mailboxes that cannot go into M365 onto the Exchange Hybrid solution built by DXC
- Ensure adequate testing of the applications is undertaken to ensure continuity of service.
- Protect Defra from Delay notifications arising from work on Exchange Hybrid and the decommissioning of the on premises solutions

Application Migration/Remediation

- In accordance with the Legacy Application Programme, support the migration of services to the target hosting end state.
- For applications/shared services requiring intermediate staging, manage the delivery of Application packaging to the designated Horizon Virtual environment.
- Complete the decommissioning of services, which have replacement services hosting in the end state, ensuring no further use of these services.
- Complete the Fileshare migration from common data services to the target hosting end state.
- Plan and execute Fileshare Phase 2 migration, from services hosting within Business operating offices.
- Migration of Sharepoint on Prem to On-Line
- Migration of services to be assured through the required testing, and where necessary, verification testing from the business.
- Support remediation of applications where appropriate.
- In all cases, upon termination of on-premise services, perform the decommissioning of the infrastructure, including hardware removal, to enable Data Centre(s) to be exited.

Security Remediation

- Enhance the overall Defra Security posture through enhancing IT Service Continuity Capability and Business Continuity Capability.
- Deliver an enhanced SOC capability, in line with Defra Group Security requirements and NIST.
- Deliver an enhanced Vulnerability Management and Protective Monitoring capability, into service and in-line with Defra Group Security and NIST."
- Provide Project management services to define, implement and test the Grey IT remediation process in support of POCs and critical service review.

- Ensure Grey IT is identified through discovery tooling, and implement appropriate policies, and processes, to close-end new instances occurring."
- Enhance Vulnerability Management and Protective Monitoring capability onboarding specific logs and applications into SOC.

ITSM Tooling Delivery

- Project manage and deliver the Re-platforming of ServiceNow, for all products and services that are currently in Service Now.
- Deliver to the strict scope and design parameters around Out of the Box configuration - customisations to be kept to a minimum and managed via demand and technical governance boards.
- Delivery of Common Services Data Model underpinning CMDB and enabling delivery of new Hardware and Software Asset Management capabilities
- Delivery Release 2 of the platform, including the analysis of existing HAM/SAM processes and defining new to be processes for the business.
- Drive out requirements in accordance with BCS standard.
- Supplement requirements with User Research.
- Be the custodian of User Stories and manage from creation to deliver.
- Support the Design phase and testing.

3.8 Service Readiness

The requirement is for an Operational Service Design management capability to provide the following for the Future Mode Operation (FMO2) programme:

- Service Design Packages (SDPs) that are assured (if created by the vendor partner) or created and approved by Service Design Review Board (SDRB) to include reviews of previously approved SDPs where changes have been made by the vendor partner
- SDPs/STPS and SOGs need to comply with Defra DDTs' Service Design standards, with input from our various ITIL process subject matter experts (SMEs) and other stakeholders as defined within the SDP/STPS and SOG templates and ways of working document
- Accepted response from SMEs, documented through the document review form (DRF), which is used to capture comments from SMEs on the SDP, STP's and SOGS
- SDPs to be built around the approved technical high-level design and the proposed support model
- The SDPs/STPS and SOGs should identify any service risks, clearly documenting mitigation actions and risk owners
- Creation and presentation of a summary of the SDPs/STPS and SOGs into the Service Design Review Board/ GATE 4 packs using approved template
- Management of actions and resolution of caveats emanating from the SDRB/ Gate 4 assurance boards
- Ensure DEFRA's End to End services are protected through the incorporation of appropriate service design into Delivery activities and plans, providing guidance and advice on NFR's, service requirements and serviceability criteria to feed into the assessment of live service readiness
- Ensure that Service Readiness criteria are defined, approved, and met before the Live Implementation Date,
- Throughout Transition tracking and assessing progress towards completion of agreed criteria through Readiness reviews and assuring that risks to the E2E Service are highlighted so they are formally identified, communicated, mitigated, or accepted

- Accountable for accurate assessment, review and sign-off of impacts for all assigned Project related IT Change Requests
- Ensuring that all service readiness activities are published, concurred, circulated and effectively used
- Ensuring a business impact analysis and risk assessment are conducted before implementation of each new or changed service and challenging timelines when appropriate
- Accountable of planning for early life support in the Production environment in ensuring service priorities are supported and met
- Ensuring there is minimal unpredicted impact on the production services, operations and support
- Escalation of appropriate risks where impacts to production services, operations and support occur

3.9 Service Architecture Delivery

To provide 'Service Architecture' review of every project or procurement presented at Resourcing meetings, provide estimate of cost (with $\pm 50\%$ tolerance). Size of Service Architecture review will depend on stage and scale of project. Each stage to be costed as discrete delivery package.

To include, but not limited to:

- Supporting procurements from a Service perspective.
 - Provide guidance such that DEFRA can purchase with their 'eyes open'
 - Challenging providers on their ability to fulfil service related provisioning
 - Ensure non-functional requirements yield what they are expected to yield
 - Provision is made with Service Management in mind – particularly alignment to the Defra Service Tiers and Service Management Operating Model (SMOM)
- Build a 'line of sight' to Service Design
 - Service Organisation Requirements aligned and built into procurement methods & technical solutions up front
 - Joint Custodianship of Service Organisation Requirements (with Service Design)
 - Determine, agree and govern exceptions and exemptions – i.e. SMOM variance
 - Serve as an enabler so Service Design can deliver what has been asked for rather than a fait accompli
- Support the Service Design organisation
 - Allow Service Design to focus on the forward delivery of Service
 - Serve as a point of clarifications for agreed technical and procurement restrictions to negate blockers within the Service Design process
- Support the Service Operation organisation
 - During implementation & Transition phase of projects, provide support and consultancy to ensure meshing of contractual terms across multiple suppliers in a mutually beneficial way whilst maintaining a holistic view of the dependencies of other projects and services.

3.10 Other in-scope delivery support services

Support strategic decision making by Defra leadership relating to the GIO portfolio by working with DDTS to ensure alignment to the SR21 bid and any subsequent bids for funding and or prioritisation. This may include but is not limited to;

- creating / updating portfolio level business cases

- completing business change impact analysis for procurement projects in the portfolio
- delivering a business change (including communications and engagement plan)
- supporting senior stakeholder engagement
- requirements gathering
- inputting appropriately to Defra-level prioritisation, financial rebalancing and bidding activity.

Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable as the Supplier shall not be authorised to process any Personal Data under this Contract

Attachment 3 – Statement of Works Template

Statement of Work (SoW) – (SoW NUMBER)

This SoW is under the GIO Delivery Support (C21695) contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.

SoW Number	[Please contact DgC for reference number. This is particularly important if you are unsure about sourcing decision or anticipate aligned SoWs are required under the collaboration agreement]										
SoW Title											
Buyer	The Secretary of State for the Department for Environment, Food and Rural Affairs ('the Buyer')										
Supplier	UBDS IT Consulting Limited ('the Supplier')										
Buyer Representative	[Name – Role: This should be the key day-to-day contact (preferably technical) who will work with the supplier lead to ensure effective service leadership] Email: Telephone:										
Supplier Work Package Lead	[Name – Role: The Work Package Lead must be present at all planning meetings, SCRUMS etc to deliver and direct the supplier team] Email: Telephone:										
Start Date	Day/Month/Year										
Duration (months)	Months: Days: End Date:										
Charging Approach	<p>The applicable charging method(s) for this SOW is:</p> <table border="1"> <tr> <td>1. Capped Time and Materials (CTM)</td><td></td></tr> <tr> <td>2. Incremental Fixed Price</td><td></td></tr> <tr> <td>3. Time and Materials (T&M)</td><td></td></tr> <tr> <td>4. Fixed Price</td><td></td></tr> <tr> <td>5. A combination of two or more of the above Charging methods.</td><td></td></tr> </table>	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.	
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.											
Invoicing	<p>Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.</p> <p>Purchase Order to be raised by: [Name – Email Address]</p> <p>Once SOWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer monthly in arrears.</p> <p>Payment Terms are 30 Working Days from receipt of a valid invoice.</p>										

Costing	<p>The Charges under this SoW should be calculated using the SoW Pricing Template and the agreed Charges should be included in this SoW.</p> <p>Further, once finalised, the SoW Pricing Template should only be amended with the agreement of both Parties under Variation.</p>												
Indicative Team Location	<p>The delivery location for this SoW is:</p> <p>[Please provide delivery location, i.e. London, Bristol, Remote, etc)</p>												
Security Clearance Requirement:	<p>The security clearance level required for this SOW is:</p> <table border="1"> <tr> <td>1. BPSS</td><td></td></tr> <tr> <td>2. CTC</td><td></td></tr> <tr> <td>3. SC</td><td></td></tr> <tr> <td>4. NPPV3</td><td></td></tr> <tr> <td>5. DV</td><td></td></tr> <tr> <td>6. Other – (please confirm)</td><td></td></tr> </table>	1. BPSS		2. CTC		3. SC		4. NPPV3		5. DV		6. Other – (please confirm)	
1. BPSS													
2. CTC													
3. SC													
4. NPPV3													
5. DV													
6. Other – (please confirm)													
Business Continuity	<p>Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.</p> <p>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier.</p>												
Maximum Value of this SOW	£##,### (Excluding VAT)												
SMP / ISMS / SAL / Other Security Requirements	<p>[Consider whether a Security Management Plan, Information Security Management System, specific Security Aspects Letter to other specific security controls are required for this SoW.</p> <p>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/procedures/documents.]</p> <p><u>Note: we have a standard assignment security plan that we can share</u></p>												
GDPR	<p>Consider the Parties position in relation to GDPR/Data Processing under the SOW and if relevant complete ANNEX 1 to this SoW</p> <p>ANNEX 1 completed – Yes / No</p>												
TUPE	<p>Does TUPE apply to this SoW, Buyer representative to confirm – delete as appropriate: Yes / No</p> <p>If 'Yes' Parties to discuss and agree TUPE implications under this SoW</p>												
Equipment	<p>The equipment required under this SoW:</p> <table border="1"> <tr> <th>Provider</th><th>Equipment</th></tr> <tr> <td>Buyer</td><td>Please list equipment to be provided under this SOW.</td></tr> </table>	Provider	Equipment	Buyer	Please list equipment to be provided under this SOW.								
Provider	Equipment												
Buyer	Please list equipment to be provided under this SOW.												

1. Project Background

[Buyer to provide - High level overview of the programme/project, including objectives with respect to this SoW]

2. Overview of Service

[Provide an overview of the service required under this SoW, focussing on outcomes to be delivered by the service, rather than tasks to be undertaken]

3. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SoW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

The Supplier will deliver the outcomes agreed with the Buyer, and to a schedule set out by the Buyer, with changes to scope/plan being managed in an Agile manner, within the boundaries of the SoW value and pricing mechanisms.

[Additional scope to be completed for each SoW by the Buyer – high level description only]

4. Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SoW, the Supplier shall deliver the following Deliverables or outcomes as set out in the table below and to the agreed acceptance criteria:

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Buyer Approver
0	All	Monthly status and time reporting (as appropriate)	[Insert monthly reporting date]	Call-off governance process	
1		Add/delete rows as appropriate			

5. Risks and Mitigations

Recognised risks for this SoW are:

No.	Description	Mitigations	Owner
1		Add/delete rows as appropriate	
2			
3			

6. Buyer Responsibilities/Dependencies

In addition to the Buyer Responsibilities identified in the Call Off Order Form, the following Buyer Responsibilities shall apply to this SOW:

ID	Description	Estimated due date
1	Add/delete rows as appropriate	
2		

3		
---	--	--

7.Acceptance Process

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

8.Specific Skills

[Buyer to confirm if any specific skills are required for the delivery of this service]

9.Reporting Requirements

The Supplier shall provide the following management information under and applicable to this SoW only.

Ref.	Type of Information	Format	Report Date
1	Add/delete rows as appropriate		
2			
3			

10.Supplier Staff

The managing of work packages under varying engagement terms will be managed in line with the appropriate pricing and rate card templates as per the contract. The pricing template for resource augmentation requirements is included in this Section.

The anticipated resource requirement for this SoW is identified in this section. The supplier should identify during delivery if these roles need to be varied to deliver the services required. All rates are to be in line with contractual rates, with only resource types identified in the call-off contract in scope.

The table below represents an estimated schedule of charges for delivering the outcomes within this SoW, with the Supplier reserving the right to substitute or amend individuals used during the delivery of this SoW.

Pricing Template for Resource Augmentation Requirements

				Monthly Days (Limit)													
Profession Role	Profession	SFIA Grade	Charge Rate (£/Day)	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Days	Sub Total (£)
Profession Role	Profession	3	555	20	21	22	22	21	22	20	21	20	23	18	21	251	£139,305
Profession Role	Profession	4	632	20	21	22	22	21	22	20	21	20	23	18	21	251	£158,632
																0	£0
Monthly Day Rate Total (£)				£23,740	£24,927	£26,114	£26,114	£24,927	£26,114	£23,740	£24,927	£23,740	£27,301	£21,366	£24,927		
Monthly Expenses Total				£500	£500	£500	£500	£500	£500	£500	£500	£500	£500	£500	£500		£6,000
Monthly Total (Days)				40	42	44	44	42	44	40	42	40	46	36	42	502	
Monthly Total (£)				£24,240	£25,427	£26,614	£26,614	£25,427	£26,614	£24,240	£25,427	£24,240	£27,801	£21,866	£25,427		
Total																Total	£303,937.00

The Supplier Staff will allocate their time up to their total Number of Days for each Role shown in the table above (subject to absence days).

The maximum value of this SoW shall not exceed the total Number of Days specified above, which shall be invoiced at the Rates (excluding VAT) as applicable. Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the service, this will be subject to adjustments to Charges which shall be agreed between both Parties via a Variation.

The total Number of Days takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation etc.

IR35 – The service for any resource augmentation requirements is inside IR35. All workers engaged to deliver the contracted services shall be on payroll employees of the supplier or subcontractors. If any independent contractors or associates are engaged on this SoW the Supplier shall ensure that they operate via a FCSA accredited Umbrella Company or PAYE provider.

On the commencement of the Service under this SoW, the Service shall be provided by the Supplier and paid for by the Buyer. Changes to the Service scope will be managed through a Variation.

Where the Buyer or Supplier requires changes to the levels of resources under this SoW, changes will be subject to agreement through Variation:

- The notice period for any change to the levels of resources shall be 20 Working Days in writing from the Buyer or Supplier.

11. Invoicing and Payment

For time-based working invoicing will be billable monthly in arrears, for hours and agreed materials reported assuming acceptance of work.

For firm working payments will be based on the deliverables and corresponding payment milestones identified.

For expenses, invoicing will be billable monthly in arrears, for expenses incurred as agreed and within the Monthly Expenses Limit specified above.

All prices identified are excluding VAT.

[Please identify any local hour/time/expenses reporting processes]

12. Ways of Working

Ways of working will be identified by supplier staff, working with the delivery team, in line with ongoing delivery and stakeholder requirements.

Please identify and constrained project specific ways of working such as:

- Support Hours/Levels
- Tooling to be used
- Other general Meetings

Please identify any local collaboration requirements over and above the contractual collaboration.

13. Transition

On Buyer instruction, the Supplier shall produce a transition plan detailing a safe and effective transition of Service under this SoW to a Civil Servant (if appropriate) as part of the exit planning. Such activities shall be Chargeable to the Buyer.

14. Standards & Processes

The following standard shall apply (in addition to the standards detailed in the Call Off contract Order Form) to this SoW:

- GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- [Buyer to insert standards and processes (over and above the Order Form) if applicable]

15. Agreement of SoW

BY SIGNING this SoW, the Parties agree to be bound by the terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer:

--

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

--

If you exceed the overall Call-Off Contract value (or any other change in this SOW takes place) then a Variation must be raised.

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

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOT 1 CALL OFF TERMS



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Crown
Commercial
Service

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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 (including Attachments);
- 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. Warranties and Representations

3.1 The Supplier warrants and represents that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Contract and this Contract is executed by its authorised representative;
- 3.1.2 it is a legally valid and existing organisation incorporated in the place it was formed;
- 3.1.3 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 3.1.4 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Contract;
- 3.1.5 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract;
- 3.1.6 it is not impacted by an Insolvency Event; and
- 3.1.7 all statements made and documents submitted by the Supplier as part of the procurement of the Services and Deliverables under this Contract are true and accurate.

4. Contract Period

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 continue until expiry of the Contract Period as specified in the Order Form.

5. Provision and Receipt of the Services and deliverables



- 5.1 The Supplier shall ensure the Services and Deliverables comply with the Services Specification set out or referred to in the Order Form.
- 5.2 The Supplier shall perform the Services and provide the Deliverables:
 - 5.2.1 in accordance with all applicable Laws;
 - 5.2.2 using Good Industry Practice; and
 - 5.2.3 in accordance with any milestones, dates and/or timescales specified in the Order Form for such performance or provision or, in the absence of such dates or timescales, in a prompt and timely manner.
- 5.3 In its performance of its obligations under this Contract (including provision of the Services and Deliverables) the Supplier shall at all times comply with the applicable provisions of the Framework and this Contract including the Schedules.
- 5.4 The Supplier shall take reasonable steps to ensure that the in the performance of its obligations under this Contract (including provision of the Services and Deliverables) it does not disrupt the Buyer's operations, employees or other contractor engaged by the Buyer.
- 5.5 The Supplier shall be responsible, at its own cost, for the provision of all the Supplier Equipment and any other items necessary for the provision of the Services and Deliverables.
- 5.6 The Supplier shall provide the Services at the Sites.
- 5.7 In its receipt of the Services and use of the Deliverables the Buyer shall at all times comply with the provisions of this Contract.
- 5.8 In their dealings under this Contract the Parties shall at all times behave and act reasonably and in good faith towards each other.
- 5.9 In providing the Services and the Deliverables, the Supplier shall operate as, and have the status of, an independent contractor and shall not operate or have the status of agent, employee or representative of the Buyer.
- 5.10 All Deliverables provided by the Supplier under this Contract shall be deemed to be completed once written notification has been received by the Supplier from the Buyer confirming that such Deliverables are accepted.
- 5.11 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.
- 5.12 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.

6. SUPPLIER Personnel

Supplier Personnel



6.1 The Supplier shall ensure that all Supplier Personnel involved in the performance of this Contract:

- 6.1.1 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;
- 6.1.2 are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and Standards; and
- 6.1.3 comply with any reasonable instructions issued by the Buyer from time to time.

6.2 The Supplier shall:

- 6.2.1 provide a list of the names of all Supplier Personnel requiring admission to the Buyer's Premises, specifying why they require admission and giving such other particulars as the Buyer may reasonably require;
- 6.2.2 where requested by the Buyer, replace any Supplier Personnel whose acts or omissions have caused the Supplier to breach Clause 28;
- 6.2.3 procure that the Supplier Personnel shall vacate the Buyer Premises immediately on completion of the Services or termination or expiry of this Contract (whichever is the earlier);
- 6.2.4 be liable at all time for all acts or omissions of the Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Contract shall be a Default by the Supplier; and
- 6.2.5 indemnify the Buyer against all claims brought by any person employed by them arising from any act or omission of the Supplier and/or any Supplier Personnel.

6.3 If the Buyer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Contract, it may, by giving written notice to the Supplier:

- 6.3.1 refuse admission to the relevant person(s) to the Buyer's Premises; and/or
- 6.3.2 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,

and the Supplier shall comply with any such notice.

Key Supplier Personnel



- 6.4 The Supplier shall ensure that the Key Supplier Personnel fulfil the Key Roles at all times during the Contract Period.
- 6.5 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.
- 6.6 The Supplier shall not and shall procure that any Sub-Contractor shall not remove or replace any Key Supplier Personnel unless:
- 6.6.1 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);
 - 6.6.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 6.6.3 the person's employment or contractual arrangement with the Supplier or Sub-Contractor is terminated for material breach of contract by the employee.
- 6.7 The Supplier shall:
- 6.7.1 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);
 - 6.7.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 6.7.3 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;
 - 6.7.4 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
 - 6.7.5 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.
- 6.8 The Buyer may require the Supplier to remove or procure that any Sub-Contractor 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.

7. 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.

8. BUYER PREMISES

- 8.1 If specified in the Order Form, the Buyer shall provide the Supplier with reasonable access at reasonable times to the Buyer Premises for the purpose of supplying the Services. All Supplier Equipment, tools and/or vehicles brought onto the Buyer's Premises by the Supplier and/or the Supplier Personnel shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Buyer Premises, on completion of the Services or termination or expiry of this Contract (whichever is the earlier) the Supplier shall vacate the Buyer Premises, remove the Supplier Equipment and leave the Buyer Premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Buyer Premises which is caused by the Supplier or any Supplier Personnel, other than fair wear and tear.
- 8.3 The Buyer shall be responsible for maintaining the security of the Buyer Premises. While on the Buyer Premises the Supplier shall, and shall procure that all Supplier Personnel shall, comply with:
 - 8.3.1 all reasonable conduct requirements of the Buyer;
 - 8.3.2 the Buyer's current health and safety and environmental policies as provided in advance to the Supplier; and
 - 8.3.3 the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.

9. Buyer Property

- 9.1 Without prejudice to Clause 5.5, any Buyer Property provided by the Buyer for the purposes of this Contract shall remain the property of the Buyer and shall be used by the Supplier and the Supplier Personnel only for the purpose of carrying out their obligations under this Contract. Such Buyer Property shall be returned promptly to the Buyer on expiry or termination of this Contract.
- 9.2 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the provision of the Services, in accordance with the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 9.3 The Supplier shall be liable to the Buyer for all loss of or damage to the Buyer Property (other than deterioration resulting from normal and proper use) caused by the Supplier or any Supplier Personnel. Buyer Property supplied by the Buyer shall be deemed to be in a good condition when received by the Supplier or relevant Supplier Personnel unless the Buyer is notified otherwise in writing within five (5) Working Days of receipt of such Buyer Property.

10. Charges, Payment and Invoicing

- 10.1 In consideration of the Supplier carrying out its obligations under this Contract, including the provision of the Services and Deliverables, the Buyer shall pay the undisputed Charges.



- 10.2 The Charges for Services and Deliverables payable by the Buyer during the Contract Period shall be calculated using the relevant pricing information, payment profile, invoicing frequency, invoicing information and payment method set out or referred to in the Order Form and Framework Schedule 3 (Framework Prices and Charging Structure) as these apply to the relevant Services and Deliverables. Where Charges are expressed in the Order Form to be payable based on milestones, the Supplier shall only be entitled to invoice the Buyer upon receipt of the Buyer's written confirmation that the relevant milestone has been achieved.
- 10.3 The Supplier shall invoice the Charges to the Buyer in accordance with this Clause 10 and the Order Form and the Buyer shall pay all sums properly due and payable to the Supplier within thirty (30) days of receipt of a valid invoice using the payment method specified in the Order Form. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 10.4 Where the Supplier enters into a Sub-Contract wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract the Supplier shall pay any undisputed sums which are due from the Supplier to the relevant Sub-Contractor, under that Sub-Contract within thirty (30) days from the receipt of a valid invoice. If the Supplier fails to comply with this Clause 10.4, the Buyer may publish the details of the late payment or non-payment.
- 10.5 Unless otherwise agreed in the Order Form, the Charges include all costs and expenses relating to the Services and Deliverables and no further amounts shall be payable by the Buyer to the Supplier in respect of such Services and Deliverables.
- 10.6 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate (with visibility of the amount as a separate line item) as applicable and paid by the Buyer following delivery of a valid invoice.
- 10.7 The Buyer may retain or set off any amount owed to it by the Supplier (including any Buyer's Existing Entitlement) against any amount due to the Supplier under this Contract or under any other agreement between the Supplier and the Buyer.
- 10.8 If the Buyer wishes to exercise its right pursuant to Clause 10.7 it shall give notice to the Supplier, setting out the Buyer's reasons for retaining or setting off the relevant Charges.

11. INCOME tax AND NATIONAL INSURANCE CONTRIBUTIONS

- 11.1 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:
- 11.1.1 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
- 11.1.2 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.



- 11.2 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 11.1 the Supplier shall ensure that its contract with the Worker contains the following requirements:
- 11.2.1 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 11.1, 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;
 - 11.2.2 that the Worker's contract may be terminated at the Buyer's request if:
 - (a) the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer; or
 - (b) the Worker provides information which the Buyer considers is inadequate to demonstrate how the Worker complies with Clause 11.1 or confirms that the Worker is not complying with those requirements;
 - 11.2.3 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.

12. Liabilities

- 12.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.
- 12.2 Neither Party is liable to the other for:
 - 12.2.1 any indirect Losses; or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 Notwithstanding Clauses 12.1 and 12.2, neither Party limits or excludes:
 - 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - 12.3.3 any liability that cannot be excluded or limited by Law; or
 - 12.3.4 in respect of the Supplier only, its liability pursuant to the indemnities in Clauses 6.2.5, 11.1.2 and 13.7.
- 12.4 Notwithstanding Clause 12.1 but subject to Clause 12.2, the Supplier's liability in respect of Losses arising from a breach of the Data Protection Legislation that is caused by the Supplier's Default shall in no event exceed in aggregate ten million pounds (£10,000,000).



- 12.5 Each Party must use all reasonable endeavours to mitigate any Losses which it suffers under or in connection with this Contract, including any indemnities.
- 12.6 When calculating the Supplier's liability under Clause 12.1 any items specified in Clause 12.4 will not be taken into consideration.

13. Intellectual Property Rights

- 13.1 Neither Party shall acquire any right, title or interest in or to the Existing IPR of the other Party or its licensors. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 13.2 The Supplier grants to the Buyer a royalty-free, non-exclusive, perpetual, irrevocable, transferable licence to use and sub-licence the Supplier's Existing IPR for any purpose relating to the Services and/or receipt and use of the Deliverables or for any purpose relating to the exercise of the Buyer's business or function.
- 13.3 Any New IPR shall vest in the Buyer. The Supplier assigns to the Buyer with full guarantee (or shall procure from the first owner the assignment to the Buyer), title to and all rights and interest in the New IPR. The assignment under this Clause 13.3 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant New IPR and the Supplier shall promptly execute all such assignments as are required to ensure that any rights in the New IPR are properly transferred to the Buyer.
- 13.4 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer's Existing IPR and New IPR solely to the extent necessary for providing the Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:
 - 13.4.1 any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Clause 22 (Confidentiality); and
 - 13.4.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 13.5 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.
- 13.6 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.
- 13.7 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Buyer against all Losses incurred by, awarded against or agreed to be paid by the Buyer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.
- 13.8 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier must, at its own expense and the Buyer's sole option, either:
 - 13.8.1 obtain for the Buyer the right to continue using the relevant item which is subject to the IPR Claim; or
 - 13.8.2 replace or modify the relevant item which is subject to the IPR Claim with non-infringing substitutes without adversely affecting the functionality or performance of such item.



14. publicity and branding

- 14.1 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).
- 14.2 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.

15. security requirements

- 15.1 The Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's the Security Policy, or in the absence of such policy, the Buyer's reasonable security requirements notified to the Supplier from time to time.
- 15.2 Without prejudice to Clause 15.1, where the Supplier (and any Supplier Personnel) have access to the Buyer System then the Supplier shall, and shall procure that all Supplier Personnel shall, comply with the Buyer's enhanced security requirements (which may include compliance with the Buyer's ICT policy) set out in the Order Form (if any).
- 15.3 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:
- 15.3.1 (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-policy-framework>; and
- 15.3.2 a number of UK national security cleared personnel prior to the Commencement Date.
- 15.4 If the Supplier fails to comply with Clause 15.3 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 19.2.

16. records and audit

- 16.1 The Supplier will maintain full and accurate records, documents and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
- 16.1.1 operation of this Contract and the Services and/or Deliverables provided under it (including any Sub-Contracts); and
- 16.1.2 amounts paid by the Buyer under this Contract.
- 16.2 The Supplier's records and accounts will be kept until the latest of the following dates:
- 16.2.1 7 years after the date of termination or expiry of this Contract; or
- 16.2.2 another date agreed between the Parties.



- 16.3 The Supplier will allow representatives of the Buyer, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, account information and Supplier premises as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to:
- 16.3.1 verify that the Supplier is complying with the terms of this Contract, including the accuracy of the Charges;
 - 16.3.2 inspect the integrity, confidentiality and security of Personal Data;
 - 16.3.3 review and verify any books of accounts kept by the Supplier in connection with the provision of the Services and Deliverables only for the purposes of auditing the Charges under this Contract;
 - 16.3.4 review and verify any other aspect of the delivery of the Services and provision of the Deliverables including to review compliance with any Law; and
 - 16.3.5 review any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records.
- 16.4 Subject to any confidentiality obligations, the Supplier will provide all audit information within scope and give auditors access to Supplier Personnel and in each case without undue delay.
- 16.5 The Buyer will use reasonable endeavours to ensure that any audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of audits carried out by the auditors is outside of the Buyer's control.
- 16.6 Each Party is responsible for its own costs incurred in respect of its compliance with the audit obligations in this Clause 16, save that the Supplier will reimburse the Buyer its reasonable audit costs if the audit reveals a material Default.

17. INSURANCE

- 17.1 Without limitation to the generality of Clause 17.2, the Supplier shall ensure that it maintains the policy or policies of insurance referred to in the Order Form.
- 17.2 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.

18. Protection of Personal Data

- 18.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor unless otherwise specified in the Schedule of Processing, Personal Data and Data Subjects. The only processing that the Supplier is authorised to do is listed in the Schedule of Processing, Personal Data and Data Subjects by the Buyer and may not be determined by the Supplier.
- 18.2 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 18.3 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:
- 18.3.1 a systematic description of the envisaged processing operations and the purpose of the Processing;



- 18.3.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 18.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 18.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 18.4 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:
- 18.4.1 Process that Personal Data only in accordance with the Schedule of Processing, Personal Data and Data Subjects, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;
 - 18.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer 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;
 - 18.4.3 ensure that:
 - (a) the Supplier 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 Supplier 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;
 - (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



- 18.4.4 not transfer Personal Data outside to a Restricted Country unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
- (a) the Buyer or the Supplier 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 Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations);
 - (d) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer 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 18.4.4, the Supplier shall, when requested by the Buyer, promptly enter into an agreement with the Buyer including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Buyer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 18, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Buyer with respect to the transfer of the Personal Data; and
- 18.4.5 at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data.
- 18.5 Subject to Clause 18.5, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Contract it:
- 18.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 18.5.2 receives a request to rectify, block or erase any Personal Data;
 - 18.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation; or
 - 18.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 18.5.5 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
 - 18.5.6 becomes aware of a Data Loss Event.
- 18.6 The Supplier's obligation to notify under Clause 18.5 shall include the provision of further information to the Buyer in phases, as details become available.



- 18.7 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 18.5 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- 18.7.1 the Buyer with full details and copies of the complaint, communication or request;
 - 18.7.2 such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 18.7.3 the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 18.7.4 assistance as requested by the Buyer following any Data Loss Event; and
 - 18.7.5 assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 18.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 18.
- 18.9 The Supplier shall allow for audits of its Processing activity by the Buyer or the Buyer's designated auditor or representative.
- 18.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 18.11 Before allowing any Sub-processor to Process any Personal Data related to this Contract, the Supplier must:
- 18.11.1 notify the Buyer in writing of the intended Sub-processor and processing;
 - 18.11.2 obtain the written consent of the Buyer;
 - 18.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 18 such that they apply to the Sub-processor; and
 - 18.11.4 provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 18.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 18.13 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).
- 18.14 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.



19. Termination and Expiry

Buyer Termination Rights

- 19.1 The Buyer may terminate this Contract without reason at any time by issuing a written notice to the Supplier giving at least thirty (30) Working Days written notice unless a different period is specified in the Order Form.
- 19.2 The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:
- 19.2.1 the Supplier commits any material Default of this Contract which is not, in the reasonable opinion of the Buyer, capable of remedy; and/or
- 19.2.2 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 within fifteen (15) Working Days of being notified in writing to do so.
- 19.3 For the purpose of Clause 19.2, 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.
- 19.4 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.

Supplier Termination Rights

- 19.5 The Supplier can 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.
- 19.6 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).

Partial Termination and Suspension



- 19.7 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Services and/or Deliverables itself or buy them from a third party.
- 19.8 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose. The Parties must agree any necessary variation required by Clause 19.7 in accordance with Clause 32.1, but the Supplier may not either:
- 19.8.1 reject the variation;
 - 19.8.2 increase the Charges, except where the right to partial termination is under Clause 19.1.
- 19.9 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 19.7.
20. consequences of termination and expiry and exit management
- 20.1 Even if a notice has been served to terminate this Contract, unless otherwise notified by the Buyer, the Supplier must continue to provide the Services and Deliverables until the dates set out in the notice and as necessary to comply with this Clause 20.
- 20.2 Expiry or termination of this Contract will not affect:
- 20.2.1 any rights, remedies or obligations accrued before its termination or expiry (as applicable); and
 - 20.2.2 the right of either Party to recover any amount outstanding at the time of termination or expiry (as applicable).
- 20.3 Upon termination or expiry of this Contract:
- 20.3.1 the rights and obligations of the Parties under this Contract will cease, except those continuing provisions identified in Clause 20.4;
 - 20.3.2 the Buyer will pay any outstanding Charges properly due to the Supplier;
 - 20.3.3 the Supplier will:
 - (a) promptly return all Buyer Property in the possession, custody or control of the Supplier or the Supplier Personnel to the Buyer;
 - (b) at no additional cost, promptly deliver all Deliverables (whether or not then complete) to the Buyer in accordance with any reasonable instructions given by the Buyer;
 - (c) where the Buyer terminates this Contract under Clause 19.2, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);
 - (d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);
 - 20.3.4 each Party will promptly either:



- (a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or
- (b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

20.4 The following Clauses survive the termination or expiry of this Contract: Clause 12 (Liabilities), Clause 13 (Intellectual Property Rights), Clause 16 (Records and Audit), Clause 18 (Protection of Personal Data), Clause 20 (Consequences of Termination and Expiry and Exit Management), Clause 23 (Confidentiality), Clauses 24.4 - 24.6 (FOIA), Clause 26 (Invalidity), Clause 35 (Entire Agreement and Third Party Rights), Clause 37 (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

21. APPOINTMENT OF SUB-CONTRACTORS

21.1 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:

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

21.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.

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

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

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

21.2.3 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's-length" terms.

21.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2, the Supplier shall also provide:

21.3.1 a copy of the proposed Sub-Contract; and

21.3.2 any further information reasonably requested by the Buyer.

21.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause 21.2 (or, if later, receipt of any further information requested pursuant to Clause 21.3), object to the appointment of the relevant Sub-Contractor if it considers that:

21.4.1 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;

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



21.4.3 the proposed Sub-Contractor employs unfit persons;
in which case, the Supplier shall not proceed with the proposed appointment.

21.5 If:

21.5.1 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 21.2; and
- (b) any further information requested by the Buyer pursuant to Clause 21.3; and

21.5.2 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 22 (Appointment of Key Sub-contractors),
the Supplier may proceed with the proposed appointment.

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

22. APPOINTMENT OF KEY SUB-CONTRACTORS

22.1 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.

22.2 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:

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

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

- 22.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;
- 22.3.2 a right under C RTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- 22.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
- 22.3.4 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;
- 22.3.5 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 18 (Data Protection);
 - (b) the FOIA requirements set out in Clause 24 (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 16 (Records and Audit);
- 22.3.6 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 19 and 20 of this Contract; and
- 22.3.7 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.



23. Confidentiality

- 23.1 For the purposes of this Clause 23, 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.
- 23.2 Except to the extent set out in this Clause 23 or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
- 23.2.1 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
 - 23.2.2 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;
 - 23.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 23.2.4 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.
- 23.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 23.3.1 the Recipient is required to disclose the Confidential Information by Law;
 - 23.3.2 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;
 - 23.3.3 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.
- 23.4 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.
- 23.5 Subject to Clauses 23.2 and 23.3, the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:



- 23.5.1 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
- 23.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 23.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause 23, 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.
- 23.7 The Buyer may disclose the Confidential Information of the Supplier:
- 23.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
- 23.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- 23.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- 23.7.4 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;
- 23.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 23.7.6 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 23.
- 23.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause 23, the Buyer reserves the right to terminate this Contract for material Default.
- 23.9 Transparency Information is not Confidential Information.

24. TRANSPARENCY AND FOIA

Transparency



- 24.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement Date the Supplier shall submit to the Buyer for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Attachment 3 of the Order Form.
- 24.2 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 24.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA



24.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

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

24.5.1 publish the Transparency Information;

24.5.2 comply with any Freedom of Information Act (FOIA) request; and

24.5.3 comply with any Environmental Information Regulations (EIR) request.

24.6 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause 24. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

25. waiver

25.1 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.

25.2 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.

26. INVALIDITY

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

27. relationship of the parties

27.1 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.

28. PREVENTING FRAUD BRIBERY AND CORRUPTION

28.1 The Supplier must not during the Contract Period:

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

28.1.2 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.

28.2 The Supplier must during the Contract Period:

28.2.1 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;

28.2.2 keep full records to show it has complied with its obligations under this Clause 28 and give copies to the Buyer on request; and



- 28.2.3 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 28, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 28.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 28.1 and 28.2 or has any reason to think that it, or any of the Supplier Personnel, has either:
 - 28.3.1 been investigated or prosecuted for an alleged Prohibited Act;
 - 28.3.2 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;
 - 28.3.3 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
 - 28.3.4 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.
- 28.4 If the Supplier notifies the Buyer as required by Clause 28.3, 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.
- 28.5 In any notice the Supplier gives under Clause 28.4 it must specify the:
 - 28.5.1 Prohibited Act;
 - 28.5.2 identity of the Party who it thinks has committed the Prohibited Act; and
 - 28.5.3 action it has decided to take.

29. EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:
 - 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 29.2 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.

30. Corporate SOCIAL RESPONSIBILITY



Supplier Code of Conduct

- 30.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 30.2 The Buyer that the Supplier and its Sub-Contractors will:
- 30.2.1 meet the standards set out in that Code;
 - 30.2.2 comply with the standards set out in this Clause 30; and
 - 30.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 30.3 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 this Contract in a way that seeks to:
- 30.3.1 eliminate discrimination, harassment or victimisation of any kind;
and
 - 30.3.2 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.

Modern Slavery, Child Labour and Inhumane Treatment



30.4 The Supplier:

- 30.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
- 30.4.2 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;
- 30.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 30.4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 30.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 30.4.6 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 Sub-Contractors anti-slavery and human trafficking provisions;
- 30.4.7 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 this Contract;
- 30.4.8 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 Clause 30.4;
- 30.4.9 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;
- 30.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 30.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security



30.5 The Supplier shall:

- 30.5.1 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;
- 30.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 30.5.3 ensure that all workers shall be provided with written and understandable information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 30.5.4 not make deductions from wages:
 - (a) as a disciplinary measure;
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 30.5.5 record all disciplinary measures taken against Supplier Personnel;
and
- 30.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours



- 30.6 The Supplier shall:
- 30.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;
 - 30.6.2 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;
 - 30.6.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Personnel as a whole;
- 30.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.
- 30.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- 30.8.1 this is allowed by national law;
 - 30.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 30.8.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 30.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 30.9 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.

Sustainability



- 30.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

31. ASSIGNMENT

- 31.1 The Supplier cannot assign this Contract without the Buyer's written consent.
- 31.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

32. VARIATION

- 32.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.
- 32.2 For 101(5) of the Regulations, if the Court declares any change to this Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of this Contract as they existed immediately prior to that change and as if the Parties had never entered into that change.

33. FORCE MAJEURE

- 33.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:
- 33.1.1 provides a Force Majeure Notice to the other Party;
 - 33.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 33.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.
- 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 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.
- 33.4 Where a Party terminates under Clause 33.2:
- 33.4.1 each party must cover its own Losses; and
 - 33.4.2 Clauses 20.2, 20.3, 20.4 and 18.4.5 shall apply.

34. notices

- 34.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
- 34.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 34.3 This Clause 33 does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.



35. Entire Agreement and Third Party Rights

- 35.1 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. 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. Nothing in this Clause 35.1 shall exclude any liability in respect of misrepresentations made fraudulently.
- 35.2 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.

36. conflicts of interest

- 36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual or potential Conflict of Interest.
- 36.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 36.3 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.

37. Governing Law, Jurisdiction and Dispute Resolution

- 37.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.
- 37.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 37.3 If after (20) Working Days of escalation under Clause 37.2 the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause 37.4.
- 37.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- 37.4.1 determine the Dispute;
 - 37.4.2 grant interim remedies; and
 - 37.4.3 grant any other provisional or protective relief.



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.

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
Attachment	means an attachment to the Order Form
BCDR Plan	means the plan prepared pursuant to Paragraph 2.1 of Schedule S1 (Business Continuity and Disaster Recovery) where used as indicated in the Order Form, as may be amended from time to time
Buyer	means the organisation eligible to use the Framework as specified 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 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 Property	means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form
Buyer System	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services
Call-Off Terms	means these terms and conditions
CCS	means Crown Commercial Service, the authority to the Framework
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 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
Charges	means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form
Commencement Date	means the date specified as such in the Order Form
Commercially Sensitive Information	the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
Confidential Information	means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:



	<p>(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(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;</p> <p>(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</p> <p>(d) was independently developed without access to the Confidential Information</p>
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
Contract	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: a) the Order Form; and b) the Call-Off Terms
Contract Period	means the duration of this Contract as specified in the Order Form
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
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
Deliverables	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
Dispute	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts
DPA 2018	means the Data Protection Act 2018
EIR	the Environmental Information Regulations 2004
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
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018
Existing IPR	means any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise)
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	<p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from:</p> <ul style="list-style-type: none">a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;c) acts of a Crown Body, local government or regulatory bodies;d) fire, flood or any disaster; ore) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:<ul style="list-style-type: none">i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain;ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; andiii) any failure of delay caused by a lack of funds
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event
Framework	means the framework agreement reference RM6100 between the Supplier and CCS
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)



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
Insolvency Event	means, in respect of the Supplier: <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; orb) 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); orc) 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; ord) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; ore) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; orf) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; org) 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; orh) 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; ori) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction
Intellectual Property Rights or IPR	means: <ul style="list-style-type: none">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;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; andc) all other rights having equivalent or similar effect in any country or jurisdiction
IPR Claim	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract
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;
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)
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
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
New IPR	means: a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR
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
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
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
Prohibited Acts	means: 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: 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;



	<p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>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</p>
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those set out or referred to in the Security Policy
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
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 19.5 given by the Supplier to the Buyer providing notification that payment has not been received on time
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
Restricted Country	means any country which is not: a) a member of the European Economic Area; b) the United Kingdom; or c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 2 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
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



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
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
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
Standards	means any standards set out or referred to in these Call-Off Terms, the Order Form 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
Sub-processor	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 Equipment	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract
Supplier Personnel	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 Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
Transparency Information	means the Transparency Reports (including 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 specified in the Framework) and 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
Transparency Reports	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer
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-



Crown
Commercial
Service

	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
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994