

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	W92171
THE BUYER:	NHS Business Services Authority
BUYER ADDRESS	Stella House, Goldcrest Way, NE15 8NY
THE SUPPLIER:	HH Associates Ltd
SUPPLIER ADDRESS:	Grove House, Guildford Road, Fetcham, KT22
	9DF
REGISTRATION NUMBER:	02671533
DUNS NUMBER:	770639193

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3rd April 2025.

It's issued under the Framework Contract with the reference number RM6297 for the provision of Command and House Paper Service.

CALL-OFF LOT(S):
Lot 1: Print and Digital Communications (Direct Award including Command & House Papers)

CALL-OFF INCORPORATED TERMS

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

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6297
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6297**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- ~~○ Joint Schedule 8 (Guarantee) not used~~
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- **Call-Off Schedules for RM6297**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- ~~○ Call Off Schedule 6 (ICT Services)~~
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- ~~○ Call Off Schedule 12 (Clustering) Not used~~
- ~~○ Call Off Schedule 13 (Implementation Plan and Testing) Not used~~
- ~~○ Call Off Schedule 14 (Service Levels) not used~~
- ~~○ Call Off Schedule 15 (Call Off Contract Management) not used~~
- ~~○ Call Off Schedule 16 (Benchmarking) Not used~~
- ~~○ Call Off Schedule 17 (MOD Terms) not used~~
- Call-Off Schedule 18 (Background Checks)
- ~~○ Call Off Schedule 19 (Scottish Law) not used~~
- ~~○ Call Off Schedule 20 (Call Off Specification) not used~~
- ~~○ Call Off Schedule 21 (Northern Ireland Law) not used~~
- ~~○ Call Off Schedule 23 (HMRC Terms) not used~~
- ~~○ Call Off Schedule 24 (Corporate Resolution Planning)~~

~~○ Call Off Schedule 25 (Consignment Stock)~~

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6297**
7. ~~Call Off Schedule 4 (Call Off Tender)~~ not used

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1. Addition of the Framework Schedule 1 – Specification Lot 1 CH&P as an annex to this order form.

Special Term 2. Call off Schedule 1 – Transparency Reports – Additional wording within Annex A: “The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table below. Please note, the above is not an exhaustive list.”

Special Term 3. Call off Schedule 5 - Pricing – Additional wording within the schedule – “The Supplier shall ensure applicable Charges for any requirements commissioned by the Buyer are calculated in accordance with the attached Rate Card. As is standard for the Command and House Paper Service, pricing relating to this service may be amended on an annual basis as per Framework Schedule 3 - Framework Prices.

Special Term 4. Call off Schedule 8 – Business Continuity and Disaster Recovery. Clause 2.2 revised from ‘At least ninety (90) Working Days prior to the Start Date’ to now read ‘Within ninety (90) Working Days of the contract Start Date’.

Special Term 5. Call off Schedule 8 – Business Continuity and Disaster Recovery. Clause 5.1.1 revised from ‘on a regular basis and as a minimum once every six (6) Months’ to now read ‘on a regular basis and as a minimum once every twelve (12) Months’

Special Term 6. Call-off Schedule 10 – Exit Management. Clause 4.4.1a revised from ‘every six (6) months throughout the Contract Period’ to now read ‘every twelve (12) months throughout the Contract Period’.

Special Term 7. Joint Schedule 7 – Financial Difficulties – Additional wording within Annex 1- “For the purposes of this schedule the Supplier shall maintain a D&B Risk Indicator score at a minimum of 2.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2023

Dun & Bradstreet have a number of scores, the Buyer will use the Risk Indicator score, this score ranges from 1-4.

Risk Indicator	Failure Score	Probability of Failure
1	83-100	Minimum Risk
2	49-82	Lower than Average Risk
3	10-48	Higher than Average Risk
4	0-9	High Risk
Undetermined		Undetermined “

Special Term 8. Joint Schedule 11 – Processing Data. Addition of details within the table included in ‘Annex 1 - Processing Personal Data’.

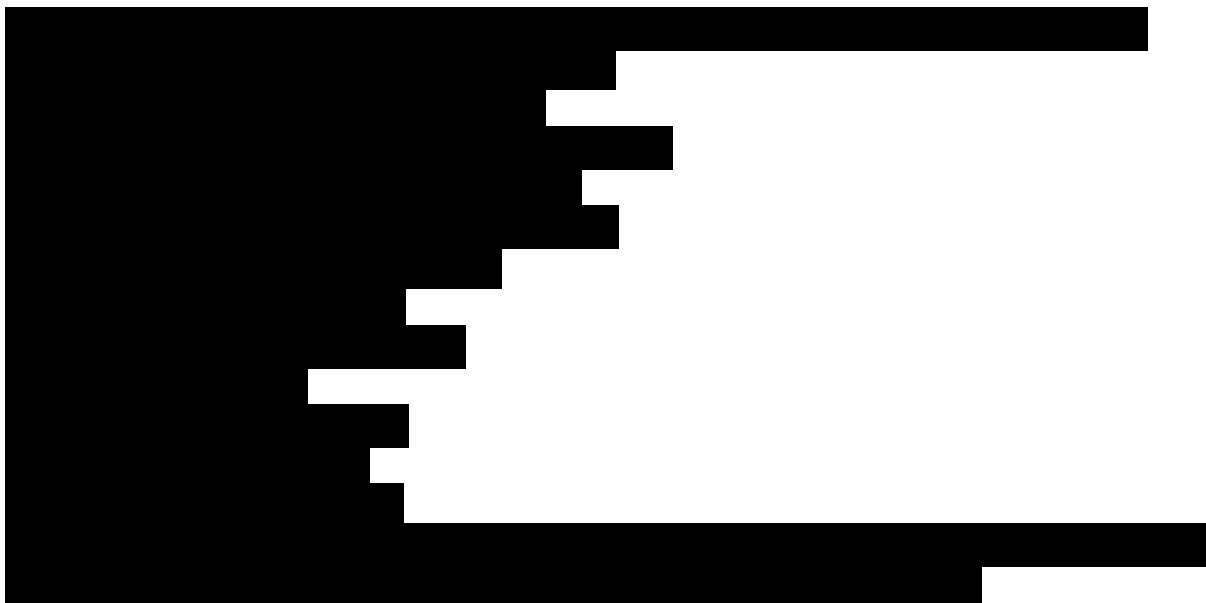
CALL-OFF START DATE: **14th April 2025**

CALL-OFF EXPIRY DATE: **27th December 2028**

CALL-OFF INITIAL PERIOD: **3 years 9 months**

CALL-OFF DELIVERABLES

The Buyer will provide the exact specification to the Supplier at the first briefing meeting on commencement of this call off contract. The Supplier will deliver the requirements of this call off contract in line with the Framework Specification attached as an annexe to this order form.



The Buyer will provide specific details on the Supplier Briefing including print ready artwork, number of pages and number of copies of each documentation at the point in time they are required through the term.

The Supplier will provide a fully detailed quotation to the Buyer in respect of each report and their volume on rates no greater than that included in the framework.

There is no guarantee as to volumes or order value through the contract Term.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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



CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Supplier to submit invoices to the Buyer monthly/upon completion and the Buyer will make payment within 30 days via BACS.

BUYER'S INVOICE ADDRESS:

Accounts Payable
accountspayable@nhsbsa.nhs.uk

BUYER'S AUTHORISED REPRESENTATIVE

David Jukes
Head of Governance and Corporate Secretary
David.jukes@nhsbsa.nhs.uk

BUYER'S ENVIRONMENTAL POLICY

SHEPOL 001 Environmental Policy (01/08/2022) (Revision O) included for informational purposes, available online at:
<https://www.nhsbsa.nhs.uk/what-we-do/safety-health-and-environment>

BUYER'S SECURITY POLICY

ISMSPOL 001 Information Security Policy V4.0 included for informational purposes, available online at:
<https://www.nhsbsa.nhs.uk/our-policies/policies-and-procedures>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

By the tenth Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

All information is stated in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Annex A to this Order Form – Framework Specification.

ANNEX A - COMMAND & HOUSE PAPERS SERVICE REQUIREMENTS

CONTENTS

1.	2	
2.	7	
3.	8	
4.	16	
5.	17	
6.	20	
7.	25	
8.	27	
9.	34	
10.	39	
11.	41	
12.	49	
13.	51	
14.	56	
15.	60	
16.	63	
17.	64	
APPENDIX 1 – PARLIAMENT’S PRINT COPY QUANTITIES		65
APPENDIX 2 – PARLIAMENT’S MANAGEMENT INFORMATION		67
APPENDIX 3 – TEMPLATES FOR PAPERS’ PAGES 1 & 2 AND COVERS		70
APPENDIX 4 – TEMPLATES FOR PAPERS’ CORRECTION SLIPS		80
APPENDIX 5 – MI FOR COMMAND AND HOUSE WORKLOADS 2023/2024		85

1. DEFINITIONS

1.1 In this Annex A the expressions below shall have the following meanings:

"Advanced Laying Information" means specific bibliographic information about a Paper supplied to Parliament for planning purposes two days before the Paper is Laid;

"Alternative Format" means a Format required to meet obligations under the Equality Act 2010, and in this Annex A other Formats to meet the needs of people with specific needs;

"Authoring Organisation" means a Crown, or other responsible organisation, or its agent that is usually sponsored by government and authors Papers for which C&HP Services may be purchased;

"Bookmarked PDF" means a PDF document with links to specific document sections allowing navigation by clicking bookmark links on the side of the page instead of scrolling.

"Buyer" means the relevant public sector purchaser identified as such in the Order Form. In relation to C&HP Services a Buyer may be a) an Authoring Organisation, or another public sector organisation purchasing on behalf of an Authoring Organisation; or b) Parliament: parliamentary Buyers such as the House of Commons (Vote Office) or the House of Lords (Printed Paper Office);

"C&HP Services" mean the services in relation to the Papers to be provided by the Supplier to the Buyer specified in this Annex A. 'C&HP' is an acronym of Command and House of Commons Papers;

"C&HP Service Options" means the C&HP account and project management service options provided by the Supplier for Buyers producing Papers, and which as a minimum include Core Services;

"Command Papers" mean those Papers which are generally part of a numbered series that are Laid before Parliament by Command of the Sovereign, though in practice by a Minister of the Crown, concerning matters which the Government considers should be drawn to the attention of Parliament as described in Clauses 5.1 to 5.3 of this Annex A. Command Papers do not attract parliamentary privilege;

OFFICIAL SENSITIVE - COMMERCIAL

“Controller of HMSO” means the Controller of His Majesty’s Stationery Office and Kings’s Printer of Acts of Parliament, who is the Chief Executive and Keeper of The National Archives. On behalf of the Crown, the Controller of HMSO provides an intelligent client role for Papers’ production, distribution and publishing requirements;

“Copies” means copies of Papers in any Format under the relevant C&HP Services;

“Content” means all Government Data and material (including text, images, tables, graphics and colophons) submitted for inclusion in each “Paper” including Crown Copyright material, non-Crown Copyright material, assigned copyright, third party copyrights, third party copyrights, copyrights which have been licensed to the Buyers and where relevant, material and templates employed by the Supplier as set out in this Annex A;

“Core Services” means Services for Buyers producing Papers including: C&HP account and project management, expert advice about Papers’ Pre-production, Print Production and Distribution specifications and processes, confirmation of the applicable C&HP Service Option, provision and management of quotations and Timelines, guidance and layout checking of the required Content for covers, title and copyright pages, provision and checking of Publication Furniture on the copyright page, and ISBN and bibliographic information management;

“Crown Copyright” has the meaning given to it in section 163 of the Copyright, Designs and Patents Act 1988. For the purposes of this Annex A, it also includes Crown-owned Copyright and Crown-owned Database Rights;

“Database Right” has the meaning given to it in the Copyright and Rights in Databases Regulations 1997 (S.I. 1997/3032);

“Charges” means the prices applying to C&HP Services and which are set out in Framework Schedule 3 (Pricing);

“e-laying PDF” means the Format by which the relevant Authoring Organisation shall formally present the Paper to Parliament. The Format shall consist of a PDF with no crop marks, no bleed areas and is supplied as single pages in page order including blank pages. The front cover shall be the first single page, followed by

OFFICIAL SENSITIVE - COMMERCIAL

inside front cover, page 1 and so on, through to the back cover. Any colour included should be in CMYK and any images high resolution at 300dpi. The purpose of the Format is to allow the Paper's Content to be reviewed, and if necessary, printed on a desk top printer.

“Fiscal Event Document” means documents produced by HM Treasury and the Office for Budget Responsibility, for Budgets, Statements, Spending Reviews and other related events. Includes the main event document (the Spring or Autumn Budget or Statement) and the accompanying Economic and Fiscal Outlook;

“Format” means the presentation of a Paper's Content including non-print Formats such as Word, Excel, InDesign, Google Docs, e-laying PDF; Bookmarked PDF, Web PDF, Print PDF, plain text files with Govspeak applied, other html, or hard copy Formats such as Braille and print Copies, also see Alternative Formats;

“Govspeak” means a simplified 'markup' language based on Markdown which is added to plain text files for the purposes of creating an html version of a Paper for publication on [GOV.UK](https://www.gov.uk). More information in respect of these Papers can be found here: <https://www.gov.uk/guidance/content-design/content-types#official-documents> and here <https://govspeak-preview.herokuapp.com/guide>, and their successors;

“House of Commons Papers” mean those Papers which are part of a numbered series, administered by the House of Commons, that are Laid before Parliament, or the House of Commons only, due to a statutory obligation or as a Return to an Address and which are subject to parliamentary privilege, as further particularised in Clause 5.5 of this Annex A;

“Laid” means that a Paper has been formally presented to Parliament in the Journal Office in the House of Commons and/or the Printed Paper Office in the House of Lords;

“Official Version” means the Paper's Web PDF published on the relevant Buyer's official website and which must have the same Content as the Laid version, unless otherwise advised by the Controller of HMSO;

OFFICIAL SENSITIVE - COMMERCIAL

“Papers” means Command Papers, House of Commons Papers, Un-numbered Command Papers, Un-numbered Act Papers and other papers Laid before Parliament, and/or other or ancillary papers which a Buyer requires to be procured through this Annex A;

“Parliament” means individually and collectively the offices of the House of Commons and the House of Lords which may purchase Copies of Papers;

“Parliamentary Estate” means the Palace of Westminster and/or other Premises owned by or used by Parliament;

“Print PDF” means a PDF that as a minimum meets the requirements of PDF/X-1a ISO 15930-4:2003
http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=39938) or its successors as determined by the responsible body;

“Premises” means the location where the C&HP Services are to be supplied, as set out in this Annex A;

“Publication Furniture” means the unique Official Version’s ISBN, a Crown Copyright or best practice non-Crown Copyright statement, a printed in the UK statement including the Controller of HMSO and a Supplier ID or job number included on a Paper’s copyright page (page 2);

“Return to an Address” means a House of Commons Paper where the House of Commons Paper status is applied at the discretion of the Journal Office in the House of Commons, and which is subject to parliamentary privilege;

“Timeline” means the time period within which the C&HP Services are to be completed, which may be referred to as a ‘production schedule’, including the Timelines to produce Copies to be Laid, and other Copies, Formats and services required by Buyers;

“Un-numbered Act Papers” means those Papers which are not part of a numbered series which are Laid before Parliament, or the House of Commons only, due to a statutory obligation and do not attract parliamentary privilege;

“Un-numbered Command Papers” means those Papers which are not part of the numbered Command Paper series and which are Laid before Parliament by

Command of the Sovereign, though in practice by a Minister of the Crown, that concern matters which the Government considers should be drawn to the attention of Parliament and do not attract parliamentary privilege;

“Web PDF” means a PDF that as a minimum:

1) meets HM Government standards for Viewing Documents

(<https://www.gov.uk/government/publications/open-standards-for-government/viewing-government-documents>) in PDF, that is the requirements of PDF/A-1 ISO/IEC 19005-1:2005

(http://www.iso.org/iso/catalogue_detail?csnumber=38920), or

PDF/A-2 ISO/IEC 1905-2:2011

(http://www.iso.org/iso/catalogue_detail?csnumber=50655), or their successors as determined by the relevant body; and

2) unless advised otherwise by the Buyer, meets HM Government accessibility standards for public sector websites (<https://www.gov.uk/guidance/how-to-publish-on-gov-uk/accessible-pdfs>

and <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps> or their successors as determined by the relevant body).

2. SCOPE

- 2.1 This Annex A describes the C&HP Services that the Supplier shall provide to the Buyer under this RM6297 Print and Digital Communications Framework Contract, in relation to the Papers.
- 2.2 Buyers shall define their requirements as part of the Call-Off Procedure.
- 2.3 There shall be no obligation for Buyers to purchase C&HP Services via this RM6297 Print and Digital Communications Framework Contract; however as a minimum, Buyers producing Papers should purchase a C&HP Service Option for numbered Command and House of Commons Papers.
- 2.4 Where the Buyer requires any C&HP Service, the Supplier shall at all times supply the C&HP Services in accordance with this Annex A, the wider Framework Contract and the Buyer's requirements.

3. SERVICE DESCRIPTION

Purpose

3.1 C&HP Services are provided by the Supplier to help Authoring Organisations meet their fixed obligations for Papers the organisations are required to present (or lay) before one or both Houses of Parliament. The purpose of presenting Papers is to make the information contained in the Papers formally available to the Houses of Parliament.

Presented Papers

3.2 Authoring Organisations lay certain kinds of Papers before Parliament. Many Papers are required by law to be Laid before Parliament, or the House of Commons only. These are called Act papers and are referred to as being Laid “by Act”. The Act that requires a Paper to be Laid provides the statutory authority. Types of Act Papers are House of Commons Papers and Un-numbered Act Papers.

3.3 Other Papers, on matters that might be of interest to Parliament, are also made available by government, these are called Command Papers. Command papers are Laid by Government “by Command” of His Majesty under the Royal prerogative. Command Papers are normally Laid before both Houses of Parliament and are usually produced by central government departments.

3.4 A Paper cannot be Laid by both Act and Command, although in some cases Papers are Laid by Act in the Commons and by Command in the Lords where an Act only provides for laying in the House of Commons. Most Papers need to be Laid before both Houses of Parliament but some only before the House of Commons.

3.5 Once a Paper has been Laid before Parliament, it will be recorded in the official Minutes of Proceedings of each House of Parliament for that day. In the Commons, this is Votes and Proceedings:

<https://commonsbusiness.parliament.uk/search?SearchTerm=Votes+and+Proceedings>

In the House of Lords, this is the House of Lords Business:

<https://lordsbusiness.parliament.uk/>

Number of Papers and production peaks

3.6 Authoring Organisations produce around 550-700 Papers each year. Most are Act Papers, and around half of the yearly total can be annual reports and accounts. The busiest time is the 'annual reports and accounts season' which generally occurs over April - July each year, where many annual reports and accounts can be produced for laying in the third week of July. There might also be smaller peaks in Spring and at the end of the calendar year. August, September and Christmas can be quiet. Sometimes the usual peaks and troughs might not take place. For example, some annual reports and accounts may be delayed to the last quarter of the calendar year creating a flatter July peak. In addition, General Election years and coalition governments may generate fewer Papers.

3.7 An initial Supplier Timeline from receipt of a government Buyer's Content in Word to creating a final e-laying PDF can be around 5 days. The exact Timeline may depend on the work needed to create a final e-laying PDF. Shorter and overnight Timelines are also commonly required. Once the final e-laying PDF is approved the Buyer may require the Supplier to create a Print PDF, a Bookmarked PDF, a Web PDF and a 20-point Arial PDF. Print Copies may also be required by government and/or parliamentary Buyers. The full range of C&HP Services including Pre-production, as agreed with the Buyer and depending on the Timeline, may be required outside of standard Working Hours.

Authoring Organisations and Buyers generally sponsored by government

3.8 Papers are produced by Authoring Organisations, which may be small executive agencies, museums, public corporations or large ministerial departments, as well as temporary organisations like statutory inquiries, Commonwealth Games and infrastructure development bodies.

3.9 These Buyers may be Authoring Organisations but may also buy C&HP Services on behalf of other Authoring Organisations, usually in their departmental family.

3.10 Different Buyers will require different C&HP Services to produce a Paper that can be Laid. In addition, while some Buyers know exactly what C&HP Services they require, others will be unfamiliar with the terminology, project planning, specifications, costings and scheduling affecting the Formats required. They

may not have worked on a parliamentary Paper before and the Supplier may need to support them to identify risk and resolve questions.

Parliament

3.11 As of 2020, Parliament requires Authoring Organisations to lay papers by submitting a e-laying PDF via email to the laying offices: the Journal Office in the House of Commons and the Printed Paper Office in the House of Lords. In addition, Parliament requires that print Copies of a Paper are available in the Vote Office and/or the Printed Paper Office for release at the time of laying (see Clause 3.12). It is the responsibility of the Authoring Organisation to ensure that Copies are available at the time of laying either via the Supplier, from which Parliament buys the print Copies it requires, or by making separate arrangements for the provision, by the Authoring Organisation, of a Print PDF to Parliament in advance of laying so Parliament can print its own Copies.

Services for Parliament

3.12 The House of Commons and the House of Lords are parliamentary Buyers. The Vote Office in the Commons and the Printed Paper Office in the Lords may buy print Copies of Papers so that Papers are available to Members of Parliament and Peers as soon as the Papers have been Laid (Speaker's Ruling, 25 March 2009 (HC Deb Col 307).).

3.13 This Annex A makes provision for Parliament to buy bulk print Copies from the Supplier, if required. Copies for Members, and Copies published elsewhere, must have the same Content as the Laid Copies. Jointly, the Houses of Parliament can be the largest Buyer of print Copies. Government print needs vary by organisation, but can be minimal.

3.14 The Vote and Printed Paper Offices are responsible for distributing Copies of Laid Papers, in print and/or other Formats, to Members of Parliament and Peers. Historically the offices have centralised the ordering of Papers' print Copies through the Supplier, maintaining secure facilities for holding Copies of embargoed Papers which have not yet been Laid. The offices also have print facilities to print Copies of Papers internally. It is essential that sufficient Copies of Papers are held by the Vote Office and Printed Paper Office so that Copies can be distributed immediately on laying. Clear and timely communications from the Supplier are critical so the offices order the right quantity of Papers.

- 3.15 As well as standard print Copies, parliamentary Buyers may also require Copies in large print Format (20pt Arial) in either PDF and/or print at the same time as the standard Copies. If actioned by the Buyer producing the Paper, the Supplier produces large print versions from files created for, or supplied by the producing Buyer.
- 3.16 If parliamentary Buyers require Papers in a non-print Format (that is, other than a printed Copy), such as Print PDF, they generally receive these Formats directly from Authoring Organisations through the relevant government department's parliamentary clerk's team. It is critical that Authoring Organisations ensure that all Formats supplied to parliamentary Buyers (and more generally) have the same Content as the Laid Copy.
- 3.17 From time to time parliamentary Buyers may require the Supplier to supply Print PDFs of Laid Papers directly, where the Supplier holds the Print PDF.

Account and project management for Buyers producing Papers

- 3.18 The Supplier should not underestimate the high level of administration, Buyer engagement and contingency needed to provide C&HP Services.
- 3.19 Supplier account managers must be capable of guiding Buyers, regardless of Buyer experience, through the end-to-end process of producing and laying Papers, providing advice, guidance and clarification at every stage regardless of the size or complexity of any one Paper compared to another.
- 3.20 An individual Buyer's expertise may lie elsewhere – they might not have produced a Paper before and may be new to government, parliamentary papers, and/or annual reports and accounts. The Supplier's account manager may need to explain parliamentary requirements, C&HP Services, how timelines work, print production, and/or terminology. Buyers may need to discuss this information with colleagues which may result in additional questions for the account manager.
- 3.21 It is usual for Supplier account managers to deal with a range of individual Buyers based in teams across government, responsible for authoring one off Papers. Buyers are often in policy, governance, or finance teams and can move on before they transfer their C&HP knowledge. There is also a high turnover of Buyer contacts on yearly Papers such as annual reports and accounts.

- 3.22 Buyers may not have a specified budget for their Paper or be the budget holder. After being briefed on the Paper's requirements, the Supplier's resulting quotation may give rise to questions from the individual Buyer, their line manager and/or the budget holder. The account manager may need to explain the quotation, offer alternatives, highlight risk and manage expectations.
- 3.23 Some Buyers might not be initially aware that creating a final document Format to lay before Parliament can be more time consuming, complex or costly than producing print Copies. A Buyer might not be completely aware of how a Paper's Content should be best provided to the Supplier and may need support to understand the pre-production studio work necessary to create Formats that can be Laid, professionally printed, and published online. There may not be a good understanding of managing amendments and proofing rounds, or that it is most helpful to return proof amendments in one batch.
- 3.24 The Supplier will need to build contingency into its whole C&HP Service provision but also with individual Papers and Buyers. A Paper may have a longer page extent than first anticipated, or require unplanned for services, such as correcting file types or proof reading, for example. A Paper could be approved only to be pulled from press and/or amended and printed again. Factoring in these sorts of changes, which could be completely outside even experienced Buyers' control and occur at any stage in the process, may result in the account manager producing additional quotations and revised timelines. The account manager will need to spend time guiding some Buyers through the implications of change.
- 3.25 As a norm, Supplier account managers need to manage dependencies and the unexpected within fixed deadlines. If an account manager is working on Papers related to a large statutory inquiry, the inquiry could take up most of their time. Any Paper may be subject to a series of deadlines and Timelines which cannot change, are independent of each other and which are outside the Buyer's control. These can include: when the Comptroller and Auditor General may sign off an organisation's annual report and accounts, a Paper's No10 grid slot date or laying date, or the timing of a Ministerial Statement or media event.
- 3.26 In addition, on a daily basis the Supplier, potentially through its account managers, needs to liaise with the Vote and Printed Paper Offices in Parliament about the delivery of print Copies and the provision of Advance Laying Information.

3.27 The Supplier's only mechanism for cost recovery of C&H Services' account and project management time is through the rate card.

Pre-production services for Buyers producing Papers

3.28 The Supplier must be able to provide the full range of Pre-production services to meet Buyers' requirements, including outside of normal Working Hours. Buyers will have different requirements and these will be defined as part of their Call-Off Contracts and further detailed by Paper.

3.29 The Supplier must be able to provide dedicated flexible account management and studio resources for pre-production services to manage multiple amendment rounds and late changes to pagination and other specifications. The Supplier is required to resolve short notice changes and unplanned peaks successfully. An example could be a Cabinet reshuffle of ministerial roles, resulting in high levels of change to a number of Papers' Content, while maintaining the original laying dates.

3.30 Call-Off requirements notwithstanding, the Supplier provides each numbered Command and House of Commons Paper with an ISBN, capturing details for a Web PDF, for inclusion on each Paper's copyright page and back cover. The Supplier ensures that the copyright page includes an up to date Crown or non-Crown Copyright statement (as is relevant), printed in the UK statement, recycled fibre content statement, unique ISBN and Supplier ID or job number.

3.31 Buyers may provide Content to the Supplier as Print PDF or in original document Formats including Word, Excel, InDesign, Google Docs, and potentially as manuscript. Some organisations have their own Word template for officials to use for drafting publications. The Supplier may need to supply basic design, typesetting, proofing and other services to turn the supplied Content into printable and publishable Formats including the e-laying PDF, Bookmarked PDF, Web PDF, Print PDF, html (including GovSpeak), Alternative Formats and translations. The Supplier must also be able to provide secure methods for file transfer.

3.32 Some Buyers may require the Supplier to create fully accessible Web-optimised PDFs and other Formats, but many will create these in-house. The Supplier needs to be assured that the Formats it provides are created from the final Content approved by the producing Buyer.

3.33 Formats created by the Supplier which the producing Buyers will publish online, such as Print and Web PDFs, should be provided to the Buyer before the Paper is due to be Laid, or as required by the Buyer.

Operational model and Charges

3.34 The Supplier shall provide different C&HP Service Options for Buyers producing Papers, particularly for numbered Command and House of Commons Papers. The Supplier shall charge one C&HP Service Option per Paper, depending on the Buyer's requirements. Charges for standalone services for Pre-production and Print Production, where applicable, are additional to the C&HP Service Option Charge unless specifically included in an Option.

3.35 Although there are only six Service Options, there is significant variance in Buyer requirements. There are many hundreds of individual producing Buyers and several hundred corporate Buyers. These present varying levels of expertise, different business and financial processes, and a range of fixed deadlines.

3.36 Buyers producing Papers are not required to use this Annex A for Un-numbered Act Papers, Un-numbered Command Papers or other documents. For these Papers, Buyers have the option to use one of the C&HP Service Options; or any standalone service included in Pre-production, Print Production or buying an ISBN; or a combination of services. Where not using one of the C&HP Service Options the Buyer, not the Supplier, may handle the delivery of bulk print Copies for Parliament, where required.

3.37 For each Paper, the Supplier shall refer to Appendix 1 (Parliament's Print Copy Quantities) to ascertain print Copy quantities required by parliamentary Buyers. Such quantities are an estimate and may be amended during the Term depending on parliamentary demand. The Supplier shall provide the quantities and distribution confirmed during Parliament's Call-Off Procedures. In addition, for known high profile Papers such as the Budget document or statutory inquiries the Supplier shall make contact with parliamentary Buyers in good time to determine how many additional Copies they may require. Charges incurred by parliamentary Buyers are charged to Parliament.

3.38 Where the Supplier is providing Parliament with print Copies, the Supplier supplies the Vote Office and Printed Paper Office with bibliographic information

OFFICIAL SENSITIVE - COMMERCIAL

(Advanced Laying Information) about Papers due to be Laid over the next two days, relative to the security classification of the embargoed Paper. The Supplier supplies Advanced Laying Information as set out in Appendix 2 (Parliament's Management Information) in Excel by email, or if required by Parliament, as structured data for input into parliamentary systems.

Publishing

3.39 Papers are officially published on GOV.UK here <https://www.gov.uk/official-documents> by Authoring Organisations, or sometimes by their parent or sponsoring department if an organisation does not have GOV.UK publishing permissions. Papers should be published on the day a Paper has been Laid, but only after laying has taken place. Papers are published in Web and Print PDF, and sometimes in html and Alternative Formats.

Corrections

3.40 From time to time an Authoring Organisation may need to amend a Paper after Print Production, laying or publishing. The Supplier provides services to support the Buyer with the appropriate correction process. The type of correction is generally decided by the Journal Office in the House of Commons, as advised to the Buyer, based on the level of change required. If the correction is made after laying, the Buyer notifies the agreed correction to the Journal Office and publishes the correction transparently on GOV.UK.

Digital Solutions and transformation

3.41 C&HP Services do not generally include the electronic delivery of information including data and content across multiple platforms and devices. The development and provision of digital solutions such as templates, tools, processes, systems, Formats and data to create, lay, handle or publish Papers for individual Buyers and Authoring Organisations, or on behalf of government or Parliament, are out of scope unless explicitly stated in this Annex A, or as agreed to in writing by Controller of HMSO.

4. THE ROLE OF THE CONTROLLER OF HMSO

- 4.1 The Controller of HMSO is the Chief Executive and Keeper of The National Archives.
- 4.2 The Controller of HMSO provides an intelligent client role in respect of C&HP Services to ensure Authoring Organisations and/or Buyers can access services to meet their parliamentary requirements.
- 4.3 The Controller of HMSO co-operates with the CCS and Supplier in the light of their respective roles and responsibilities as regards the provision of C&HP Services.
- 4.4 In addition, the Controller of HMSO is responsible for managing Crown Copyright under Letters Patent from the Monarch and has statutory responsibilities for the publication of legislation and statutory notices.
- 4.5 Papers purported to be printed under the superintendence or authority of His Majesty's Stationery Office are receivable as evidence in legal proceedings under the Documentary Evidence Act 1882.
- 4.6 The National Archives has published guidance on producing and publishing parliamentary Papers:

<https://www.nationalarchives.gov.uk/information-management/producing-official-publications/parliamentary-papers-guidance/>

5. INFORMATION ABOUT THE PAPERS

Command Papers

- 5.1 The main types of Command Papers include:
- a. Consultations (green papers);
 - b. Major policy papers and proposals for primary legislation (white papers);
 - c. Certain Fiscal Event Documents;
 - d. Draft bills;
 - e. Treaties;
 - f. Government responses to select committee reports, consultations and other documents;
 - g. Post-legislative assessments;
 - h. Pay Review reports;
 - i. Reports of Royal Commissions;
 - j. Certain reports of inquiry;
 - k. Certain independent review reports; and
 - l. Certain annual reports or reviews.
- 5.2 The Controller of HMSO administers the Command Paper number series and also sets the requirements for Command Papers, including standard formatting and styling requirements (currently set out at www.nationalarchives.gov.uk/information-management/our-services/publishing-command-papers.htm).
- 5.3 Command Paper numbers have been prefixed 'CP' from 2019 to date. From time to time it may be necessary to introduce a new prefix or numbering sequence. The Controller of HMSO shall advise affected parties including the Supplier of the new prefix prior to its introduction. The Supplier shall support the Controller of HMSO in the application of any new prefix. Previous series prefixes are:
- a. C 1 to C 9550 (1870 -1899);
 - b. Cd 1 to Cd 9239 (1900 -1918);
 - c. Cmd 1 to Cmd 9889 (1919 -1956);
 - d. Cmnd 1 to Cmnd 9927 (1956 -1986);
 - e. Cm 1 to Cm 9756 (1986 - 2018); and

- f. CP 1 upwards (2019 -)

Un-numbered Command Papers

- 5.4 There are few Un-numbered Command Papers. They include:
- a. Contingent Liability Minutes;
 - b. Treasury Minutes concerning remission of outstanding debt;
 - c. Departmental Minutes (for example, regarding gifts to foreign countries);
 - d. Reports of non-government bodies where Government or Parliament has a major interest; and
 - e. Explanatory Memoranda to Treaties (which are themselves Laid as Command Papers).

House of Commons Papers

- 5.5 House of Commons Papers include:
- a. Certain annual reports and accounts;
 - b. Certain Fiscal Event Papers (e.g. the Budget Document);
 - c. Parliamentary and Health Service Ombudsman reports;
 - d. Statements of Changes in Immigration Rules;
 - e. Statutory inquiry reports;
 - f. Public inquiry reports where the inquiry does not fall under the Inquiries Act; and
 - g. Certain Law Commission Reports.
- 5.6 The Journal Office in the House of Commons administers the House of Commons Paper number series and also sets the requirements for House of Commons Papers, including standard formatting and styling requirements (currently set out at <http://www.parliament.uk/documents/upload/laying-papers.pdf>).
- 5.7 House of Commons Papers numbers have the prefix 'HC' and are numbered from '1' at the beginning of each Parliamentary Session.
- 5.8 House of Commons Papers may be Laid before the House of Lords where an Act requires the Paper to be laid before Parliament. Where an Act only requires laying in the House of Commons, such Papers may be laid in the House of Lords as Command Papers.

5.9 The House of Commons also produces its own House of Commons Papers. These are generally outside the scope of this Annex A.

Un-numbered Act Papers

5.10 Un-numbered Act Papers include:

- a. Certain annual reports and accounts;
- b. Codes of practice;
- c. National policy statements;
- d. Certain business/corporate plans; and
- e. Certain review reports.

5.11 The Journal Office in the House of Commons sets the requirements for Un-numbered Act Papers, including standard formatting and styling requirements (currently set out at <http://www.parliament.uk/documents/upload/laying-papers.pdf>).

Other or Ancillary Papers

5.12 Other or ancillary papers are Papers that may include:

1. documents generally produced in relation to, or alongside, Command, House of Commons and Un-numbered Act Papers; and which can include interim reports, executive summaries, annexes, lists of recommendations, research findings and policy proposals; or
2. standalone items described in Clauses 13.12 - 13.13, which may include:
 - a. the King's Speech document;
 - b. A4 gold embossed red card folders; and
 - c. the supply of A4 and A3 sheets of paper and its overprinting.

6. ORDERING FOR BUYERS PRODUCING PAPERS

Services

6.1 The Supplier shall provide the following C&HP Services as required by the Buyer, including:

- a. C&HP account and project management;
- b. C&HP Service Options;
- c. ISBNs and bibliographic information management;
- d. Pre-production;
- e. Alternative Formats;
- f. Print Production;
- g. Distribution; and
- h. Corrections and reprints.

Ordering Procedure for producing Buyers

6.2 The producing Buyer contacts the Supplier to initiate an order procedure through the contact methods the Supplier shall provide as set out at Clause 8.3. Prior to providing services, the Supplier shall discuss requirements with the Buyer and obtain the Buyer's prior written approval of the proposed detailed specification and quotation, without limitation, as applicable:

1. The date the Paper is intended to be Laid;
2. Timelines for Print Production and delivery of print Copies, including Alternative Formats, of the relevant Paper;
3. Timelines for Pre-production services and delivery of non-print Formats including PDFs, Alternative Formats and plain text files with Govspeak applied to the relevant Paper;
4. Timelines for incurring additional Charges if the Buyer delays or cancels a service;
5. Print specification including number of print Copies required;
6. Requirements for Pre-production services;
7. Delivery Timelines and delivery address requirement including those for proofs, print Copies and other Formats;

8. Timelines for written confirmation of all Charges incurred on the relevant Paper to be advised to the Buyer before invoicing takes place;
 9. Timelines to return Copies of final corrected Content Format files to the Buyer, where the Supplier has added or changed Content for the creation of PDFs and/or other Formats;
 10. Timeline process map showing the order of services to be provided in addition to other Timelines or Timeline ranges the Buyer may require included; and
 11. Any other requirements, including security requirements.
- 6.3 The Supplier shall provide the Buyer with an itemised quotation based on the Buyer's requirements for each Paper (including any services included in a C&HP Service Option Charge). The quotation shall include, as is applicable:
1. C&HP Service Option;
 2. Number of print Copies required by the Buyer;
 3. Print method quoted on;
 4. Whether the text pages including self-covers, shall be printed in colour or mono, and if litho how many print colours are required;
 5. Whether any separate card cover shall be printed in mono or colour, and if litho how many print colours are required;
 6. Paper stock quoted on for text and covers, stating the paper type, grammage and recycled content as standard, and brand name if requested by the Buyer;
 7. Binding style (see Clause 13.10);
 8. Pre-production services required, including the creation of a cover, title and/or copyright page;
 9. Creation and supply of PDFs;
 10. UK delivery address for one delivery of print Copies (Charge included in the relevant C&HP Service Options);
 11. Additional delivery requirements, stating the number of Copies to be delivered, the delivery address and delivery type;
 12. Any project management Charge with detailed reason for applying;

13. Any other services required by the Buyer; and
 14. Timelines for each requirement.
- 6.4 The Charges included in the quotation shall be those described in Framework Schedule 3 (Pricing), as is applicable.
- 6.5 The Supplier shall apply the specifications as described in this Annex A by default to all Papers in relation to trimmed page size and orientation, creation and use of covers, and the assurance of Publication Furniture. The exception to these are the items described in Clauses 13.12 and 13.13.2 - 13.13.7.
- 6.6 For some Papers it shall be necessary for the Supplier to see the Paper's Content before the quotation can be finalised. The Content may help the Supplier identify:
1. The Paper's potential page extent, which shall be confirmed when the Buyer has approved the Paper's final Content as described in Clauses 11.17-11.22;
 2. Whether the Supplier shall be required to create the Paper's cover, title and copyright pages, following the templates included in Appendix 3;
 3. Colourfall;
 4. Binding style; and/or
 5. Provision of other services.
- 6.7 At the point of ordering, Buyers may not be in a position to specify a Paper's exact requirements. Where this occurs the Supplier shall discuss the Paper with the Buyer in detail to identify and agree potential production and delivery requirements and associated Charges.
- 6.8 Unless the Buyer clarifies its requirements, where relevant the Supplier shall apply the default specifications described in this Annex A in relation to paper stocks, binding styles, approval of final Content, and creation and supply of PDFs and other Formats.
- 6.9 The Supplier shall provide the Buyer with additional quotations for alternative requirements if required by the Buyer at no extra cost. Additional quotations may include prices for different Timelines, services, Formats or numbers of print Copies.

OFFICIAL SENSITIVE - COMMERCIAL

- 6.10 If the Buyer notifies the Supplier of a change to its requirements, the Supplier shall provide another quotation to the Buyer. All the Supplier's quotations to the Buyer must be consistent with the Charges described in Framework Schedule 3 (Pricing).
- 6.11 The Supplier shall provide quotations by the Timeline advised by the Buyer unless an alternative Timeline is otherwise agreed with the Buyer.
- 6.12 The Supplier shall provide Buyers with a quotation for each Paper using a quotation template. The quotation template shall include concise, clear and accurate information about the C&HP Services provided, contextual information to help steer the Buyer through the production and delivery process, and information to manage Buyer expectations and options should additional Charges become likely or Timelines liable to change.
- 6.13 The Supplier shall submit a pro forma of the quotation template to the Controller of HMSO for approval before using with Buyers. The Supplier shall use the approved template for each Paper's quotation and add to it each Paper's production and delivery requirements, other services and Charges as described in Clause 6.3 above and within Framework Schedule 3 (Pricing).
- 6.14 The Supplier shall retain with its project files, records of any updates and amendments should the Buyer's requirements change. Any changes to Charges shall be communicated to the Buyer prior to additional Charges being incurred or, where this is otherwise agreed with the Buyer, prior to invoicing.
- 6.15 The Supplier shall provide the Buyer with a final quotation for each completed Paper for approval before submitting a final invoice. The final quotation shall identify the Paper's production and delivery specifications, and itemise the C&HP Services used and relevant Charges as set out in Clause 6.3 above and Framework Schedule 3 (Pricing).
- 6.16 The Supplier shall use its best endeavours to provide advance notice to the Buyer where the Paper may incur additional, out of hours and/or overtime Charges. Except where the Buyer has failed to approve or reject the Supplier's notification of any work which may incur additional, out of hours and/or overtime charges or it has not been possible for the Supplier to notify the Buyer, the Buyer shall be under no obligation to pay such Charges unless they have been itemised, recorded and agreed with the Buyer prior to the Supplier performing the C&HP Services or part thereof which are relevant to such charges. In the

event that the Buyer incurs unapproved additional, out of hours and/or overtime charges for the above reasons, such Charges shall be reasonable and any dispute as to the reasonableness of such Charges shall be referred to within Framework Schedule 3 (Pricing)

- 6.17 The Supplier shall also comply with the order obligations set out within Framework Schedule 7 (Call-Off Award Procedure) and Framework Schedule 6 (Order Form Template and Call-Off Schedules).

7. SECURITY

- 7.1 In providing the C&HP Services, the Supplier shall at all times comply with the security and assurance requirements contained in Framework Schedule 1 (Specification) in particular Section 9, and Framework Schedule 9 (Cyber Essentials Scheme). Buyers that produce Papers may specify further security requirements for C&HP Services for individual Papers and in their Call-Off Contracts with the Supplier.
- 7.2 As soon as the Supplier becomes aware of a Paper being produced the Supplier shall ascertain from the relevant Buyer the Paper's government security classification which may be higher than OFFICIAL.
- 7.3 The Supplier shall handle Papers according to their security classifications for all aspects of Pre-production, Print Production and/or Distribution; and as described in the Government Security Classification Policy; or its successor <https://www.gov.uk/government/publications/government-security-classifications>
- 7.4 The Supplier shall apply processes to secure Papers, including consideration of personnel, physical, information, ICT and telephony security; and if there is any doubt, agree procedures with the Buyer in writing.
- 7.5 In addition, the Supplier must not disclose the Content or any other information in relation to a Paper or Papers in aggregate, prior to the Papers being Laid or presented before Parliament. This includes Papers for which the Buyer producing the Paper has not indicated a security classification.
- 7.6 The exception to Clause 7.5 regarding information about the Papers is the provision of Advanced Laying Information to Parliament before a Paper is to be Laid, as set out in Clause 8.75. The form of the Advanced Laying Information shall take is set out at Appendix 2 (Management Information for Parliament) of this Annex A, where the Supplier shall comply with paragraph 1.
- 7.7 If the Supplier is in doubt as to what Advanced Laying Information to include because of a Paper's security classification, the Supplier shall confirm the information in writing with the Buyer producing the Paper.
- 7.8 For the avoidance of doubt, Advanced Laying Information supplied to Parliament shall include information about a Paper, not the Paper's Content.

7.9 The Advance Laying Information shall list information about Papers by provisional laying date and include: paper types, papers' CP or HC numbers (if applicable), titles, ISBNs, and originating Authoring Organisations. The Advanced Laying Information shall also include Papers' total number of pages, whether Papers will be printed in mono or colour, and/or have separate covers, and provide an indication of the expected level of media/public interest. Where a Paper is expected to receive significant interest, the Supplier shall make parliamentary Buyers aware of the Paper via the Advanced Laying Information at the earliest opportunity, pending approval from the Buyer producing the Paper.

8.

8.1 The Supplier shall fulfil any security requirements advised by parliamentary Buyers, particularly in relation to Parliament's delivery requirements described in Clause 14.

8. C&HP ACCOUNT AND PROJECT MANAGEMENT

Services for Buyers Producing Papers

- 8.1 The Supplier shall provide Buyers producing Papers with an account and project management service in respect of the C&HP Services purchased by the Buyer, as set out at in this Annex A and as required by the Buyer for each Paper and in the Buyer's Call-Off Contract with the Supplier.
- 8.2 The Supplier's C&HP account and project management service shall include:
1. Account and project management in respect of the C&HP Services procured by the Buyer from the receipt of notification and/or receipt of Content from a Buyer (whichever is first) through to the Paper's Pre-production, Print Production and Distribution; appropriate staff with the skills to ensure that the Paper is produced and distributed in accordance with the requirements of the Buyer and these C&HP Services. The Supplier shall keep the Buyer advised at all times of the Paper's progress, the Charges incurred with reference to Framework Schedule 3 (Pricing) and ensure that the Paper is delivered in accordance with Timelines agreed with the Buyer. Given the range of Buyers, unexpected changes, short and fixed Timelines, the Supplier should not underestimate the high levels of administration required for C&HP account and project management;
 2. All account and project management for the C&HP service shall be included in the C&HP Service Option Price; no additional charges shall be made in respect of account or project management **unless** such services are undertaken outside normal working hours or where due to the exacting or complicated requirements additional resources are required, in such circumstances any such fees shall be agreed with the Buyer during the call-off procedure;
 3. Expert advice and helpful support to the Buyer so that it may manage and mitigate risk including potentially challenging Timelines and/or additional Charges;
 4. Proactive suggestions to the Buyer that may reduce Timelines and/or Charges, including design suggestions for accessible Web PDFs, large

OFFICIAL SENSITIVE - COMMERCIAL

print, different binding styles, printing methods or paper stocks, printing in mono instead of colour and splitting a print or bindery run;

5. Proactive communication with the Buyer on any issue that may affect a Paper's Timelines, Charges and quality within one hour of an issue becoming apparent, whether or not the Supplier is in a position to immediately mitigate the issue's impact, providing options to the Buyer on how the issue may be resolved;
 6. Proactive communication with the Buyer; specifically issues that may affect a Paper's Timeline within 48 hours of the Paper being Laid are reported to the Buyer within 15 minutes of an issue becoming apparent, whether or not the Supplier is in a position to immediately mitigate the issue's impact, providing options to the Buyer on how the issue may be resolved;
 7. Acknowledgement and acceptance that the Buyer may not be in a position to control or change Timelines, particularly the Timelines for the delivery of Copies and the date on which a Paper is to be Laid; and
 8. Provision and management of C&HP Service Options.
- 8.3 The Supplier shall maintain appropriate procedures for direct liaison with the Buyer, which shall usually be provided from the Supplier's Premises. Unless otherwise specified by the Buyer, the Supplier shall provide C&HP account and project management from 8am to 5.30pm on Working Days including via email, telephone and video conferencing. The Supplier shall provide a designated C&HP Services email address and telephone number through which Buyers can initiate orders and/or resolve queries during the times above. The Supplier shall also provide a 24/7 online briefing form service for Buyers to securely initiate orders online, taking into account Buyers' production and security requirements. Buyers may also have a requirement to meet Supplier staff person.
- 8.4 The Supplier shall discuss and agree specified requirements of its liaison with the Buyer, particularly where a Buyer has a designated contact or team that produces Papers regularly. In addition, for each Buyer, account and project management shall include:

OFFICIAL SENSITIVE - COMMERCIAL

1. A single point of contact for each Paper covering each and every stage of a Paper's Pre-production, Print Production and Distribution, which may, at the Buyer's discretion, include working 24 hours a day, seven days a week;
 2. Provision for a new single point of contact and handover, where the original contact becomes unavailable or does not meet the Buyer's requirements;
 3. Provision for a Buyer to have the same single point of contact for each Paper on request, and where it will improve the Supplier's service;
 4. Provision for a Buyer to have standing account and project management services available for hours outside 8am to 5.30pm for an additional proportionate Charge as set out in Framework Schedule 3 (Pricing);
 5. Where the single point of contact is not able to be contacted during the office hours listed above at Clause 8.3 above and is only able to be contacted outside of these hours, such out of hours contact shall not be deemed to be out of hours for the purpose of Charges under Framework Schedule 3 (Pricing); and
 6. Provision for a Buyer to have regular review meetings with the Supplier.
- 8.5 The Buyer may choose to use the C&HP Service's account and project management services in a particular way, including arrangements for the Buyer:
1. To have the same single point of contact for all Services procured through this Annex A;
 2. And its arm's length bodies to have the same single point of contact; or
 3. To have a designated Supplier contact for a particular Paper, which could be in addition to its usual single point of contact.

Services for parliamentary Buyers

- 8.6 The Supplier shall work with all parliamentary Buyers, consisting of the Vote Office in the House of Commons and the Printed Paper Office in the House of Lords.
- 8.7 The Supplier shall identify Parliament's orders of print Copies so that Copies are available to Members of both Houses immediately after a Paper has been Laid. The Supplier shall:

OFFICIAL SENSITIVE - COMMERCIAL

1. Hold Parliament's guideline minimum – maximum print Copy quantities list by Paper type as set out at Appendix 1 (Parliament's Print Copy Quantities) of this Annex A for update at the request of Parliament;
2. With reference to Appendix 1 (Parliament's Print Copy Quantities) establish with Parliament default print Copy distribution and quantities for each Paper type that may generally apply until the Vote and/or Printed Paper Office advise otherwise;
3. Establish with Parliament in advance (at least 48 hours) of a known significant Paper being Laid when, due to expected increased demand, print quantities in excess of the default quantities may be required, for example for Budget documents or statutory inquiry reports;
4. Establish with Parliament any Paper types or situations where Parliament may require reduced print quantities or not take print Copies, and the amount of notice Parliament may reasonably provide;
5. With reference to Appendix 2 (Parliament's Management Information) compile and supply Advanced Management Information detailing the Papers scheduled to be Laid, 48 hours before the Papers listed are due to be Laid. The information is to be supplied as directed by Parliament in Excel via email to the Vote Office and Printed Paper Office, or as a data service (API) that makes Advanced Laying Information available to Parliament in a standard structured format (for example such as JSON or XML) as is required by Parliament. Advanced Laying Information is Crown Copyright;
6. Process reprint orders on a next day delivery service to Parliament as required in line with the Charges set out in Framework Schedule 3 (Pricing);
7. Provide Print PDFs of previously Laid Papers on request, where held. The frequency of such requests is not expected to exceed 10 times a month. The Supplier shall:
 - a. provide PrintPDFs to Parliament via email to: [tbc] or another method agreed with Parliament; and
 - b. if print PDFs are supplied by email, agree another delivery method for files over 10MB with the Vote Office and Printed Paper Office.

- 8.8 The Supplier shall ensure that Parliament is fully updated when deliveries of Copies are delayed due to a Default of a Buyer or Supplier and use best endeavours to achieve a positive outcome.
- 8.9 The Supplier shall provide the account management service to Parliament between 8am and 5.30pm on Working Days including an email address and a telephone contact number, and when required by either House of Parliament by video conferencing or in person. In addition, Parliament may require the Supplier to provide account management services on the rare occasions when either House may have to sit on a Saturday, Sunday or a public holiday.
- 8.10 The Supplier shall have monthly review meetings with each House, or as otherwise agreed.
- 8.11 The Supplier shall determine by reference to Parliament's most recent default print Copy quantities list whether Parliament requires print Copies of any Paper or type of Paper and provide the relevant C&HP Services as required. Each House may, at its sole discretion, vary its print quantities, and order more, fewer or no print Copies of each Paper.
- 8.12 The Supplier shall produce and deliver reprint Copies of the Papers, including Papers produced by previous Suppliers where possible, as ordered by Parliament.
- 8.13 The Supplier shall charge Parliament for the supply of print Copies as described in Framework Schedule 3 (Pricing).
- 8.14 The Supplier shall supply Parliament with the management information set out in Appendix 2 (Management Information for Parliament) of this Annex A at no additional cost.

Services for the Controller of HMSO

- 8.15 The Supplier shall work with the Controller of HMSO in respect of C&HP Services.
- 8.16 The Supplier shall maintain appropriate procedures for direct liaison with the Controller of HMSO on Working Days within usual business hours.
- 8.17 The Supplier and the Controller of HMSO representatives shall meet for an in-depth face to face kick-off meeting within [two] weeks of Contract Award

covering all aspects of this Annex A, and then at regular monthly meetings or as required by the Controller of HMSO.

8.18 To ensure Buyers are fully supported the Supplier shall provide plans for C&HP Services within the Timelines below to the Controller of HMSO and the CCS. The Supplier shall provide plans in writing to:

1. Transition and implement C&HP Services within [four] weeks of Contract Award;
2. Resource C&HP Services through business as usual and contingency requirements, business continuity and disaster recovery, Supplier staff annual leave and sickness, production peaks and troughs within [four] weeks of Contract Award;
3. Train account and project management staff to deliver C&HP Services within [six] weeks of Contract Award;
4. Specifically manage the annual reports and accounts peak within [eight] weeks of Contract Award;
5. Engage with Buyers, including a Buyer communications strategy applicable for the first year of the contract until 30th September, within [eight weeks] of Contract Award; and
6. Implement, transition and exit C&HP Services to a successor contract, supplier and/or arrangements within [12] months of Contract Award, including how the requirements contained in Section 12 of Framework Schedule 1 (Scope and Specification) shall be met.

8.19 The Supplier shall submit a pro forma of the quotation template to the Controller of HMSO for approval before using with Buyers, as described in Clause 6.13.

8.20 The Supplier shall work collaboratively with the Controller of HMSO on communications including emails and seminars aimed at supporting Buyers purchasing C&HP Services. Specifically the Supplier shall provide a Buyer communications strategy to the Controller of HMSO for each year of the Term. The strategy should detail how the Supplier shall engage with Buyers throughout the year, including specifics for Buyers producing annual reports and accounts. The strategy should be submitted to the Controller of HMSO for approval by 31st August, to apply from 1st October to 30th September of each year.

- 8.21 The Supplier shall provide the Controller of HMSO with a list of up-to-date Buyer contacts in the first week of March and the fourth week of September for the duration of the Term. The list should include each Buyers' contact names, email addresses, organisation and whether the contact relates to annual reports and accounts only. The Supplier shall make clear to Buyer contacts in writing, for example in quotations to Buyers, that Buyer contact details shall be shared with the Controller of HMSO. The Buyer contact details described in this Clause are Crown Copyright. The Controller of HMSO shall be an Independent Controller of any Personal Data (as such terms are defined in Joint Schedule 11 (Processing Data)) provided by the Supplier in relation to this Clause 8.21. Accordingly, CCS shall ensure that the Controller of HMSO complies with paragraphs 18 to 29 of Joint Schedule 11 as if the Controller of HMSO was a Party to the Contract. If, under paragraph 26 of Joint Schedule 11, the Controller of HMSO is a Request Recipient, the Supplier shall provide assistance to the Controller of HMSO in accordance with paragraph 26(a) of Joint Schedule 11.
- 8.22 The Supplier shall provide Management Information about the Papers and C&HP Services to the CCS as set out in Framework Schedule 5 (Management Charges and Information), and as otherwise requested by the CCS.

9. C&HP SERVICE OPTIONS FOR BUYERS PRODUCING PAPERS

Option Overview

9.1 Through its C&HP account and project management service the Supplier shall provide these C&HP Service Options for producing Buyers, as required by Buyers:

CH&P Service Option		Summary
1	Core Services only	Buyer provides the Supplier with information about the Paper for the Supplier to provide Publication Furniture to the Buyer. Where the Supplier knows that Parliament does not require print Copies.
2	Core Services and Pre-production	Buyer provides the Supplier with the Paper's Content for the Supplier to provide Pre-production services for non-print formats (e.g. e-laying PDF, Print PDF, Web PDF, Bookmarked PDF, html or alternative formats etc.) as required by the Buyer Where the Supplier shall check if Parliament requires print Copies.
3	Core Services, Pre-production and print Copies	Buyer provides the Supplier with the Paper's Content for the Supplier to provide Pre-production services for non-print formats (e.g. e-laying PDF, Print PDF, Web PDF, Bookmarked PDF, html or alternative formats etc.) and print Copies as required by the Buyer. Where the Supplier shall check if Parliament requires print Copies.
4	Core Services and print Copies	Buyer provides the Supplier with the Paper's Print PDF to use to produce print Copies as required by the Buyer. Where the Supplier shall check if Parliament requires print Copies.
5	Core Services and Supplier receipt of Buyer's print PDF	Buyer provides the Supplier with the Paper's Print PDF for the Supplier to produce print Copies for Parliament (but not for the producing Buyer). Where the Supplier knows that Parliament requires print Copies.
6	Core Services and Supplier receipt of Buyer's print Copies	Buyer provides the Supplier with print Copies of the Paper for the Supplier to forward to Parliament. Where the Supplier knows that Parliament requires print Copies.

9.2 The Supplier shall apply one C&HP Service Option per Paper in relation to the Services required by the Buyer and knowledge of Parliament's print Copy

requirements with reference to Appendix 1 (Parliament's Print Quantities). No more than one C&HP Service Option Charge shall apply to each Paper. Other Charges apply as per Framework Schedule 3 (Framework Prices) as required by Buyers. The Supplier understands and acknowledges that the framework rate card is the only mechanism available for the cost recovery of account and project management time.

9.3 The Supplier shall also offer:

1. C&HP Service Options listed in Clause 9.1 for Papers or projects that are not Command or House of Commons Papers, but which may be Laid before Parliament and/or are other/ancillary Papers as required by producing Buyers; and
2. Services in addition to the relevant C&HP Service Option, as set out in Framework Schedule 3 (Framework Prices), as required by Buyers.

Option Detail

9.4 The Supplier shall provide C&HP Service Options, the Charges of which shall include:

1. Core Services:
 - a. C&HP account and project management;
 - b. Expert advice about Papers' Pre-production, Print Production and Distribution specifications and processes;
 - c. Confirmation of the applicable C&HP Service Option;
 - d. Provision and management of quotations and Timelines;
 - e. Guidance and layout checking of the required Content for covers, title and copyright pages as described in Clauses 11.8 - 11.9 and Appendix 3 (Templates for Title Pages, Copyright Pages and Covers);
 - f. Provision and checking of Publication Furniture on the copyright page; and
 - g. ISBN and bibliographic information management.
2. Pre-production:
 - a. Management of Pre-production services;
 - b. Insertion and checking of Publication Furniture on the copyright page;
 - c. Provision of spine width measurement for print Copies, if required;
 - d. Management of proofing and sign-off of final Content;
 - a. Creation and provision of Print PDFs, including a contract post-ripped proof of the Paper for the Buyer to approve before supply of the Print PDF;

OFFICIAL SENSITIVE - COMMERCIAL

- e. Creation and provision of Web PDFs (where PDFs meeting the requirements of Clause 11.30.2 may incur an additional Charge);
 - f. Management of services for Alternative and other Formats; and
 - g. Return of any final corrected digital files to the Buyer where the Supplier has added or changed Content prior to creating PDFs and/or Alternative or other Formats.
3. Print Copies (Print Production and Distribution):
- a. Management of Print Production;
 - b. Provision of spine width measurement for print Copies;
 - c. Provision of a contract post-ripped proof of the Paper to be printed for the Buyer to approve before production;
 - d. Delivery of print Copies to one UK address, as advised by the producing Buyer;
 - e. Management of other delivery or Distribution requirements;
 - f. Management of Print Production for parliamentary Buyers if required, (these services charged to parliamentary Buyers).
4. Management of other services as required by the Buyer:
- a. Including for example, storage of print Copies or services for Corrections.
- 9.5 Where C&HP Service Option 1 is applied, the Supplier shall, at no extra cost:
- 1. Obtain from the producing Buyer sufficient information to create Title Information for the Paper's Official Version's Web ISBN. The Supplier shall provide this information to Nielsen's ISBN Agency, or its successor, meeting the ISBN Agency's requirements for Title Information; or
 - 2. Create Title Information from the Paper's officially published Web PDF if the Buyer does not provide the Supplier with the required information. If after using best endeavours the Supplier is not in a position to provide the ISBN Agency with Title Information within one week of the Paper being Laid the Supplier shall advise the Controller of HMSO.
- 9.6 Where C&HP Service Option 5 is applied, the Supplier shall at no extra cost:
- 1. Advise the Buyer of the Timeline the Buyer should provide Print PDF/s to the Supplier, so that print Copies can be available to Members of Parliament and Peers immediately after the Paper is Laid;

OFFICIAL SENSITIVE - COMMERCIAL

2. Provide the Buyer with the spine width measurement for the print Copies cover;
 3. If necessary, provide a contract post-ripped proof for the Buyer to approve before Print Production; and
 4. From the supplied Print PDF/s produce and deliver print Copies for parliamentary Buyers, as required by Parliament.
- 9.7 Where C&HP Service Option 6 is applied, the Supplier shall at no extra cost:
1. Advise the Buyer of the:
 - a. Number of print Copies the Buyer should deliver to the Supplier for onward delivery to parliamentary Buyers;
 - b. Timeline by which the Buyer should deliver print Copies to the Supplier, so that print Copies can be available to Members of Parliament and Peers immediately after the Paper is Laid; and
 - c. Parliamentary packing, delivery and labelling information for print Copies to be delivered to the Supplier for parliamentary Buyers.
 2. Accept, consolidate and deliver print Copies for parliamentary Buyers, as required by Parliament.
 3. Accept deliveries of print Copies of Fiscal Event Documents where the Buyer is HM Treasury or the Office of Budget Responsibility on the day a Paper is to be Laid or presented to Parliament, for onward delivery to Parliament which may be on the same day and outside usual Working Hours; and
 4. Obtain advance information from the Buyer if the service described in Clause 9.7.3 above is required so the Supplier can manage Timelines and the volume of the Copies to be delivered. The Supplier may apply an additional Charge for the service described in Clause 9.7.3.
- 9.8 The Supplier shall provide the CCS and the Controller of HMSO with Management Information on Charges, specifications, and volumes by Paper, split by parliamentary and producing Buyers. This information should advise the C&HP Service option applied, Buyer, services used, and Formats created. The structure and regularity of the Management Information is to be agreed with the CCS and the Controller of HMSO.

10. ISBNS AND BIBLIOGRAPHIC INFORMATION MANAGEMENT

- 10.1 On behalf of and as the Controller of HMSO's agent the Supplier shall purchase sufficient ISBNs with the same series prefix (the "**C&HP ISBN Series**") to uniquely identify each Paper likely to be produced through this Annex A. The C&HP ISBN Series prefix shall identify HM Government as the Papers' publisher and the series shall be subject to Crown Copyright.
- 10.2 If the Supplier has purchased the complete set of ISBNs associated with a prefix, it shall sell for a reasonable charge to the Controller of HMSO, an agent of the Controller of HMSO or a successor Supplier, at the Controller of HMSO's request; single or multiple ISBNs. The Supplier shall advise the Controller of HMSO of the series prefix at the earliest opportunity before using it in accordance with this Annex A.
- 10.3 The Supplier shall only use ISBNs it has purchased in accordance with Clause 10.1 above for Papers within the scope of this Annex A and whilst the Supplier is contracted to provide this Annex A.
- 10.4 The Supplier shall make arrangements for the regular electronic supply of title or similar information about the Papers' Official Web PDF versions to the Nielsen ISBN Agency, or its successor as required by the ISBN Agency or its successor.
- 10.5 The Supplier shall also provide the Controller of HMSO, the British Library and other recipients at the request of the Controller of HMSO with information about the Papers. The information shall be supplied in Excel format or as agreed with the Controller of HMSO by 12pm every Working Day for the Papers Laid the Working Day and/or day/s immediately preceding. The information shall be provided cumulatively and for each Paper list: Laid date, Series details (CP, HC, or un-numbered Paper where applicable), Series number for CP and HC Papers, title, corporate author (Authoring Organisation), individual author (if a person's name is associated with the Paper) and ISBN.
- 10.6 The information provided for in the requirements in Clauses 10.4 and 10.5 shall also clearly indicate:
- a. Corrections Slips, withdrawn Papers, and withdrawn and reissued Papers for Papers produced previously; and

- b. Errors and omissions in information that has been supplied previously that has been rectified.
- 10.7 Before proceeding with the requirements in Clauses 10.4 - 10.6 above the Supplier shall supply sample information to the Controller of HMSO for approval.
- 10.8 The Supplier shall ensure that an appropriate C&HP ISBN Series ISBN is included on the copyright page of each Command and House of Commons Paper, and in other Papers as is required by the Buyer.
- 10.9 Buyers shall not incur an additional Charge for an ISBN provided through a C&HP Service Option.
- 10.10 If it is not clear whether a Paper should have a C&HP ISBN Series ISBN purchased in accordance with Clause 10.1 above, the Supplier shall clarify with the Controller of HMSO.

Supply of ISBNs as standalone service

- 10.11 The Supplier shall also sell ISBNs for a proportionate Charge as a standalone service. The standalone service is not generally relevant to single volume numbered Command or House of Commons Papers attracting a C&HP Service Option.
- 10.12 If a Buyer requires an ISBN for a Paper not being produced through a C&HP Service Option that otherwise meets definition of Papers in Clause 1, the Supplier shall provide the Buyer an ISBN with a prefix from the C&HP ISBN Series described in Clause 10.1.
- 10.13 If a Buyer requires an ISBN for a document that does not meet the definition of Papers in Clause 1, the Supplier shall provide an ISBN with a prefix that is not from the C&HP ISBN Series.
- 10.14 The Supplier shall make arrangements for the regular electronic supply of title or similar information about the Papers requiring ISBN's as a standalone service to the Nielsen ISBN Agency, or its successor as required by the ISBN Agency or its successor.
- 10.15 The Supplier shall forward any ISBN queries it cannot resolve to the Controller of HMSO.

11. PRE-PRODUCTION

Supply of Papers' Content

11.1 Buyers producing Papers may supply the Content in a variety formats, electronic or hard copy, and generally in Word, InDesign, Excel, Google Docs or equivalent.

Pre-production Services

11.2 The Supplier shall, if required by the Buyer, provide the Pre-production services set out at Framework Schedule 1 (Scope and Specifications) without limitation in respect of a Paper. For C&HP Services, these services may include:

- a. Basic design, art working and page layout;
- b. Typesetting;
- c. Indexing;
- d. Editorial services and management;
- e. Conversion of files into e-laying PDFs, Bookmarked PDFs and Web PDFs;
- f. Creation of accessible Web PDFs;
- g. Creation of Alternative Formats;
- h. Conversion of files into Microsoft Word;
- i. Production of plain text files with Govspeak applied;
- j. Production of other html Formats;
- k. Conversion of files into Print PDF;
- l. Hard copy proofs including delivery of proofs; and
- m. ISBN and bibliographic information management.

11.3 Where the Supplier is required to provide typesetting or basic design, artwork and page layout services, before proceeding it shall agree any style guides, templates, typefaces and font sizes to be used with the Buyer, which may include the application of:

- a. HM Government accessibility standards for public sector websites: <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>;
- b. HM Government branding guidelines: <https://gcs.civilservice.gov.uk/guidance/branding-guidelines/>; or

- c. Their successors determined by the responsible bodies.
- 11.4 The minimum size for all type should be 12pt, unless specifically agreed with the Buyer. In addition, the Supplier shall apply the default specifications, including trimmed page size and orientation, as set out at Clauses 13.6 - 13.8.
- 11.5 If the Content for the title page, copyright page and/or cover is not supplied by the Buyer, the Supplier shall refer the Buyer to the relevant template as set out in Appendix 3 (Templates for Title Pages, Copyright Pages and Covers) of this Annex A in order for the Buyer to supply the missing Content.
- 11.6 The Supplier shall ensure the Publication Furniture on a Paper's copyright page is correct. If the Buyer has not included Publication Furniture in the supplied Content the Supplier shall insert Publication Furniture by applying the templates for the copyright page set out in Appendix 3 (Templates for Title Pages, Copyright Pages and Covers) to this Annex A. The Supplier shall not charge for inserting Publication Furniture if a relevant C&HP Service Option applies.
- 11.7 Where the Supplier is required to create a finished title page, copyright page and/or cover, the Supplier shall ensure that the required Content is included as set out in Clauses 11.8 - 11.9 (as is applicable) and apply the templates set out at Appendix 3 (Templates for Title Pages, Copyright Pages and Covers) to which the Publication Information Performance Indicators set out at Framework Schedule 4 (Framework Management) shall apply.
- 11.8 Where a separate cover is necessary:
 - 1. Title page (first page), excluding cover:
 - a. The Royal Arms (as applied to Command Papers), or its successor;
 - b. Title of Paper;
 - c. Presentation line (as applied to Command Papers);
 - d. Presentation line and 'Ordered by the House of Commons to be printed' line (as applied to House of Commons Papers);
 - e. Month and Year (as applied to Command Papers); and
 - f. Number of Paper and Command or HC prefix.
 - 2. Copyright page (second page):
 - a. One copyright statement:

OFFICIAL SENSITIVE - COMMERCIAL

- i. Crown Copyright papers – the latest statement obtained from the Controller of HMSO; or
 - ii. Non-Crown Copyright Papers – the latest best practice statement obtained from the Controller of HMSO unless the Buyer is using its own statement;
 - b. Website address, currently <https://www.gov.uk/official-documents>, or its successor;
 - c. Official Version ISBN and Supplier ID or job number;
 - d. Printed in the UK statement which has been approved in writing by the Controller of HMSO; and
 - e. Recycled fibre content statement (applied to Copies printed and/or distributed by the Supplier).
3. Outside front cover:
- a. Optional inclusion of the Royal Arms (as applied to Command Papers), or its successor;
 - b. Optional inclusion of Authoring Organisation's colophon (where Royal Arms is not being used);
 - c. Title of Paper;
 - d. Optional inclusion of the presentation line (as applied to Command Papers);
 - e. Optional inclusion of the presentation line and 'Ordered by the House of Commons to be printed' line (as applied to House of Commons Papers);
 - f. Optional inclusion of Month and Year (as applied to Command Papers); and
 - g. Optional inclusion of the number of Paper and Command or HC prefix as is applicable.
4. Outside back cover:
- a. ISBN and Supplier ID or job numbers as is applicable; and
 - b. Additional content that may be supplied by the Buyer.

11.9 Where a separate cover is unnecessary:

1. Title page (first page) which, in this instance, also functions as the outside front cover:
 - a. The Royal Arms (applied to Command Papers only), or its successor;
 - b. Title of Paper;

OFFICIAL SENSITIVE - COMMERCIAL

- c. Presentation line (as applied to Command Papers);
 - d. Presentation line and 'Ordered by the House of Commons to be printed' line (as applied to House of Commons Papers);
 - e. Month and Year (as applied to Command Papers); and
 - f. Number of Paper and Command or HC prefix, as appropriate.
2. Copyright page (second page):
- a. One copyright statement;
 - i. Crown Copyright Papers – the latest statement obtained from the Controller of HMSO; and
 - ii. Non-Crown Copyright Papers – the latest best practice statement obtained from the Controller of HMSO unless the Buyer is using its own statement.
 - b. Buyer Website address, currently <https://www.gov.uk/official-documents> or its successor;
 - c. Official Version ISBN and Supplier ID or job number;
 - d. Printed in the UK statement which has been approved in writing by the Controller of HMSO; and
 - e. Recycled fibre content statement (applied to Copies printed and/or distributed by the Supplier).
3. Last printed page which, in this instance, also functions as the outside back cover:
- a. ISBN and Supplier ID or job numbers as is applicable; and
 - b. Additional content that may be supplied by the Buyer.

11.10 The Supplier shall not add any Content to a Paper that is not detailed in Clause 11 of this Annex A without written approval from the Controller of HMSO.

11.11 Where the Supplier is providing Pre-production services, where relevant it shall provide the Buyer with one round of PDF proofs and up to two rounds of amendment PDF proofs for the Charges set out in Framework Schedule 3 (Pricing).

11.12 If requested by the Buyer, the Supplier shall provide hard copy proofs by courier applying the Charges set out in Framework Schedule 3 (Pricing).

11.13 The Supplier shall charge for Pre-production services as set out in Framework Schedule 3 (Pricing), except where a relevant C&HP Service Option applies.

11.14 The Supplier acknowledges that all Formats of a Paper should have the same final approved Content as the Laid Paper. This is unless there is a valid reason why this requirement would not apply, for example Easy Read Content.

Location of Services

11.15 As required by the Buyer the Supplier shall supply staff to provide Pre-production services, proofing services and/or approval of final Content at the Buyer's Premises and/or those of the Buyer's agent. It may be necessary to provide these services outside of normal Working Hours.

11.16 As required by the Buyer, the Supplier shall host Buyer staff and/or those of the Buyer's agent on Supplier Premises while a Paper is in Pre-production or Print Production. The Supplier may need to provide the Buyer or its agent with secure Premises, office space, stationery, ICT and telephone facilities for specific periods of time generally while a Paper requires Pre-production and proofing services leading up to the approval of final Content. It may be necessary to provide these services outside of normal Working Hours.

Final Approval of Content

11.17 The Supplier shall provide a contract post-ripped proof of the Paper, generally a PDF, at no additional cost to the Buyer, including any Content inserted by the Supplier, for the Buyer to approve before printing and delivery. On occasion hard copy post-ripped proofs may be required by the Buyer, which may incur a Charge if included in Framework Schedule 3 (Pricing).

11.18 A Buyer may require the Supplier to deliver hard copy proofs for final Content approval within a Timeline based on a certain number of minutes, for example 30 minutes of the proofs being ready for despatch. This Timeline may be outside usual Working Hours. This requirement may be particularly relevant to Fiscal Events.

11.19 On return of the proof of the Paper, the Buyer may need to make amendments or require the Supplier to make amendments. Following any amendments the Supplier shall supply a revised proof of the Paper to a Timeline agreed by the Buyer.

- 11.20 Where agreed between the Parties, the Supplier shall manage the Timeline in order to accommodate last minute changes and updates. It is possible that Buyers may require unavoidable last minute changes to Content.
- 11.21 Where a Buyer waives the approval of a contract post-rippled proof of the Paper the Supplier shall confirm this in writing with the Buyer.
- 11.22 The Supplier shall ensure that all Timelines are met, including those for the delivery of PDFs and print Copies.

Print PDFs

- 11.23 Where the Supplier creates a Print PDF of a Paper, it shall provide the Buyer with a copy of the unlocked Print PDF with all fonts embedded, with trims and bleeds, of the final approved Paper at no additional cost, so that the Buyer may make the PDF publicly available.
- 11.24 The Supplier shall ensure that the Print PDFs it creates meet as a minimum the requirements of PDF/X-1a ISO 15930-4:2003: (http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?number=39938) or its successors as determined by the responsible body.
- 11.25 Early on in the Paper's production Timeline the Supplier shall agree with the Buyer a Paper's Print PDF:
- a. Delivery Timeline so that the Buyer is in receipt of PDFs before the production of Print Copies has commenced or to another Timeline required by the Buyer; and
 - b. Delivery method which shall be informed by file size, security classification and Timeline.
- 11.26 The Supplier shall provide Buyers buying Pre-production services with Print PDFs at no extra cost.
- 11.27 The Supplier shall use its best endeavours to ensure that the Print PDFs created by the Supplier have the same final approved Content as the Laid Paper. The Content of print Copies and/or a Print PDF of a Paper provided to Parliament for release to Members of Parliament and Peers at the time of laying must be identical to the Content of the PDF of a Laid Paper and to the Content of the published PDF of a Paper. If the Supplier is providing print Copies of a

Paper to Parliament, the Copies must have identical Content to the PDF of the Laid Paper, and it is the Buyer's responsibility to ensure this.

11.28 The Supplier shall hold Print PDFs it has created or received in relation to the C&HP Services so that Copies of the PDFs may be provided in an orderly way to a successor Supplier and the Controller of HMSO on the expiry of this Framework Contract. This includes any Print PDFs the Supplier has received from Buyers (whether directly or through the Buyers previous Suppliers). The Supplier shall not apply an additional Charge to hold, copy or provide the PDFs to a successor Supplier and the Controller of HMSO as part of framework transition and exit. The Supplier shall agree the date and method of PDF provision with the CCS and the Controller of HMSO.

Web PDFs

11.29 Where the Supplier has provided C&HP Services Options including Pre-production services it shall offer to create and supply a Web PDF of the final approved Paper to the Buyer so that the Buyer may make the PDF publicly available.

11.30 The Supplier shall ensure that the Web PDFs it creates and supplies to Buyers meets:

1. HM Government standards for Viewing Documents in PDF (<https://www.gov.uk/government/publications/open-standards-for-government/viewing-government-documents>), that is, the requirements of:

- a. PDF/A-1 ISO/IEC 19005-1:2005
(http://www.iso.org/iso/catalogue_detail?csnumber=38920); or
- b. PDF/A-2 ISO/IEC 19005-2:2011
(http://www.iso.org/iso/catalogue_detail?csnumber=50655); or
- c. their successors as determined by the responsible body; and

2. Unless advised otherwise by the Buyer in writing, HM Government accessibility standards for public sector websites, that is the requirements for:

- a. <https://www.gov.uk/guidance/how-to-publish-on-gov-uk/accessible-pdfs>; and

- b. <https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>; or
- c. their successors as determined by the responsible body.

11.31 Early on in the Paper's production Timeline the Supplier shall agree with the Buyer if a Web PDF of the Paper is required. If a Web PDF is required the Supplier shall agree with the Buyer the Web PDF's:

1. Accessibility standards and whether the Supplier shall provide services to ensure that the Web PDFs meet HM Government accessibility standards as set out at Clause 11.30.2 above;
2. Charges for ensuring Web PDFs meet HM Government accessibility standards as set out at Clause 11.30.2 above;
3. Delivery Timeline so that the Buyer is in receipt of Web PDFs before the production of Print Copies has commenced or to another Timeline required by the Buyer; and
4. Delivery method which shall be informed by file size, security classification and Timeline.

11.32 If the Supplier provides the Services described at Clause 11.30.2 above for accessible Web PDFs the Charges at Framework Schedule 3 (Pricing) shall apply. If the Buyer does not require the services described at Clause 11.30.2, the Supplier shall provide Web PDF files at no extra cost.

11.33 The Supplier shall use its best endeavours to ensure that the Web PDFs have the same final approved Content as the Laid Paper. The Buyer must ensure that the Content of a Web PDF of a Paper that is published is identical to that of the PDF of the Laid Paper.

12. ALTERNATIVE FORMATS

12.1 Where required by Buyers, the Supplier shall provide products for people with specific needs, as well as Alternative Formats provided for in the Equality Act 2010. These include but are not limited to:

- a. Braille – Unified English Braille (default) and Standard English Braille (on request) in Braille Type 1 un-contracted and Type 2 contracted;
- b. Audio – CD, audio cassette and MP3;
- c. Large print – 16 pt. as standard plus other font sizes available on request, as a Print PDF and/or print Copies;
- d. Colour paper / colour font;
- e. British Sign Language (BSL) video – including BSL only, BSL with subtitles, and BSL with subtitles and voiceovers; usually produced from a summary of the relevant Paper;
- f. Easy Read, usually produced from a summary of the relevant Paper;
- g. Welsh and other languages;
- h. Web accessible PDF documents that meet HM Government standards: <https://www.gov.uk/guidance/how-to-publish-on-gov-uk/accessible-pdfs>; or its successor; and
- i. Accessible communication formats listed here: <https://www.gov.uk/government/publications/inclusive-communication/accessible-communication-formats>; or its successor.

12.2 The list provided at Clause 12.1 above may change over the Term.

12.3 To maximise potential Alternative Format production Timelines, the Supplier shall determine early on in a Paper's Timeline as to whether the Paper needs to be produced in Alternative or other Formats. The Supplier shall seek this information initially from the Buyer.

12.4 If the Supplier has been advised by a parliamentary Buyer of an Alternative Format requirement, the Supplier shall advise the potentially affected Buyers producing the relevant Paper/s and liaise with these Buyers to determine feasible Timelines and other requirements. The parliamentary requirement might apply to one Paper or types of Paper, for example all Papers produced by a particular Authoring Organisation.

12.5 If required, the Supplier shall produce Alternative Formats required for Parliament using best endeavours to meet Parliament's delivery Timeline.

- 12.6 If Parliament requires print Copies of a Paper in large print (typically in 20pt Arial) the Supplier must provide these print Copies under embargo to the Vote Office in the House of Commons and the Printed Paper Office in the House of Lords at the same time as these offices' bulk delivery of print Copies of the Paper to be Laid.
- 12.7 Pre-production Services to create an Alternative Format are charged to the Buyer producing the Paper. If Parliament requires print Copies of Alternative Formats, these print costs are charged to the parliamentary Buyer.
- 12.8 The Supplier understands and acknowledges that it is currently most efficient to meet Parliament's large print requirement if the original Paper is created in Microsoft Word. It is then usually possible for the Supplier or Buyer producing the Paper to create a large Print PDF or print Copies from the Word PDF file to be ready at the same time as the relevant Paper's print Copies.
- 12.9 To help Buyers meet their commitments under the Equality Act 2010 and other specific user needs, the Supplier shall provide regular subject matter expertise to ensure industry standards are met, and take a flexible and innovative approach to improving the delivery of Alternative Formats.

13. PRINT PRODUCTION

Buyers' Print PDFs

13.1 Where the Buyer producing a Paper requires the Supplier to produce print Copies from the Buyer's PDF, the supplied PDF shall be of the Paper's final Content, print-ready with all fonts embedded, with trims and bleeds. The Supplier shall offer the Buyer a contract post-ripped proof, generally a PDF proof, from the supplied Print PDF, at no additional cost, for the Buyer to approve before printing and delivery. Where a Buyer waives the approval of a contract post-ripped proof the Supplier shall confirm this in writing with the Buyer.

Print Copy Quantities

13.2 The Supplier shall ascertain the print Copy requirement of the producing Buyer before performing any of the required Print Production and delivery services. This Buyer may vary its print Copy requirements and order more, fewer or no print Copies of each Paper. The Supplier shall charge the Buyer for print Copies, including the Charge for the required paper stock to be printed, as described in Framework Schedule 3 (Pricing).

13.3 Where the Buyer is Parliament, the Supplier shall refer to Parliament's print Copy requirements at Appendix 1 (Parliament's Print Copy Quantities) of this Annex A. The Supplier shall also obtain from parliamentary Buyers their default print Copy distribution and quantity requirements, and confirm that these requirements are up up-to-date before performing any of the required C&HP Services in relation to Parliament. Parliamentary Buyers may, at their sole discretion, vary print distribution and quantity requirements and order more, fewer or no print Copies of each Paper. The Supplier shall charge parliamentary Buyers for print Copies required as described in Framework Schedule 3 (Pricing).

13.4 A Buyer may require the Supplier to produce print Copies and distribute them to a Timeline within a short period of time (i.e. 4 - 6 hours) of final Content approval being given. The length and quantities of the Copies to be delivered to this Timeline will vary, for example the Paper may be up to 160 pages long,

with 2000 copies required within 6 hours. This Timeline may be outside usual Working Hours. This Clause may apply to any Paper but is particularly relevant to Fiscal Event Documents.

Print Specifications

13.5 In providing print Copies under this Annex A the Supplier shall comply with the following specifications in Clauses 13.6 - 13.10 in relation to each Paper, as is applicable.

13.6 Paper Size and Number of Pages

1. Trimmed page size: each Paper shall be 297mm x 210mm (A4 portrait).
2. Page extent: a Paper may consist of any number of pages.
3. The Supplier may be required by the Buyer to add pages to the Paper's overall length as follows:
 - a. If the Paper is under 32 pages: a self-cover and/or a copyright page (page 2), and/or up to two pages (three blank sides) to make up a folding section; and
 - b. If the Paper is 32 pages and over: a title page (page 1), a copyright page (page 2), and/or up to two pages (three blank sides) to make up a folding section.

13.7 Cover

1. A separate coated card cover is required where a Paper is 32 pages or over.
2. The cover may be printed on all four pages, but no substantive information should appear on the inside front or back covers. In addition, perfect bound covers shall be printed on the spine.
3. Where the Buyer has specified coated card stock, those covers shall:
 - a. have a water based varnish; and
 - b. shall not be laminated.

13.8 Colourfall

1. A Paper's text pages and/or cover may be mono or colour, as specified by the Buyer. Mono means printing one colour black (K). Colour means printing more than one colour of CMYK, pantones, metallics and/or special colours.

13.9 Stock

1. Meeting the requirements of Section 10 contained in Framework Schedule 1 (Scope and Specification), the Supplier shall apply default paper stocks for text pages and covers included in the Paper's print price matrices and shall use default paper stocks if a Buyer has not specified stocks. The defaults are:
 - a. Text pages and self covers: From a range of 90gsm to 120gsm coated stock for Papers with colour text pages. From the same gsm range uncoated stock may also be used for Papers with mono text pages and self covers.
 - b. Separate card covers: From a range of 170gsm to 250gsm coated card stock.
2. When using default paper stocks the Supplier shall use stocks appropriate to the relevant Paper and its Content, and which shall minimise show through and set off.
3. Any stock used for the Papers must include 100% recycled fibre content for uncoated stock and 40% recycled fibre content for coated stock. Stock requirements may change throughout the Term as agreed with the Crown Commercial Service and the Controller of HMSO.
4. The exception to this is where the Buyer requires specific stocks for the items set out in Clauses 13.12 and 13.13.
5. Where specified by the Buyer, the Supplier shall meet the requirements of the Forest Stewardship Council's Chain of Custody certification <https://fsc.org/en>) and its successors.

13.10 Binding

1. Papers' binding shall be as follows depending on page extent:
 - a. Papers up to and including 72 pages are saddle stitched, unless perfect binding is specified by the Buyer;
 - b. Papers over 72 pages must be perfect bound; and
 - c. The Buyer may exceptionally specify that Papers over 96 pages be section sewn.
2. Some Papers may consist of more than one volume, either due to technological requirements, such as the page extent, or as specified by the Buyer.
3. The Supplier shall ensure that the glue used in perfect binding is strong enough for pages not to fall out on handling.

Other or Ancillary Papers

13.11 The Supplier shall provide services for the items in Clauses 13.12 - 13.14, which may vary from time to time, as required by the Buyer.

13.12 Cabinet Office item:

1. Queen's Speech – trimmed page size 237mm x 181mm portrait (362mm x 237mm sheet folded in half on long edge), page extent determined by Content supplied by the Buyer, self-cover, printed mono throughout on Goatskin Parchment 160gsm archival stock provided by the Supplier, folded, drilled three times and threaded with dark blue cord; and

13.13 Foreign and Commonwealth Office Treaty Section items:

1. Treaties: text pages and self covers Sovereign White Wove Recycled 80gsm archival quality supplied and printed by the Supplier; separate card covers supplied and printed by the Supplier to comply with the default specifications described in Clauses 13.5-13.10 above;
2. Signature copies: text pages and self covers Conqueror A4 paper, 210mm x 297mm, Cream, 100gsm supplied by the Buyer and printed by the Supplier; separate card covers supplied and printed by the Supplier to comply with the default specifications described in Clauses 13.5-13.10 above. Where perfect binding is required the glue shall be of sufficient strength to prevent pages falling out with manual handling and the application of handwritten signatures;
3. Full Powers papers: single sheets of Goatskin Parchment 160gsm archival stock, finished size 230mm x 330mm, supplied by the Buyer. Supplier to emboss crest in gilt metallic gold (26mm x 24mm embossed area);
4. Queen's Full Powers, Warrants and Instruments of Ratification: Goatskin Parchment 160gsm archival stock supplied by the Buyer. Supplier to create self-cover A4 booklet from folded A3 sheets 420mm x 297mm and print mono on the front cover and inside right side only, page extent determined by Content supplied by the Buyer;
5. Full Powers folders: Supplier to create finished size 235mm x 340mm red uncoated red stock (currently from J Muir Bookbinders Ltd) supplied by the Supplier, with inside flap glued on inside right and gold foil crest to front cover (68mm x 62mm foiled area);
6. Treaty Paper printed: single sheets of A4 297mm x 210mm 100gsm Conqueror branded stock supplied by the Buyer. Supplier to overprint one side with a red border (no bleed); and

OFFICIAL SENSITIVE - COMMERCIAL

7. Treaty Paper embossed: single sheets of A4 297mm x 210mm 100gsm Conqueror branded stock supplied by the Buyer. Supplier to emboss crest in gilt metallic gold (26m x 24mm embossed area).

13.14 For the items listed in Clause 13.13 above, the Buyer:

1. Will agree a Timeline with the Supplier to provide the Supplier with bulk paper stocks ahead of printing and finishing where relevant; and
2. May change its paper stock requirements from time to time, and may require the Supplier to provide additional relevant paper stocks.

14. DISTRIBUTION

Delivery Times

- 14.1 The Supplier shall meet the delivery times agreed with the Buyers for the Paper's print Copies, PDFs, Alternative Formats, and other goods and services with critical Timelines.
- 14.2 The Timeline for delivery is dependent on the urgency required by the Buyer, including the time of receipt of the final contract proof.
- 14.3 The Supplier shall provide regular trackable and/or timed deliveries of Copies to Buyers on request.
- 14.4 Where a Default of the Buyer results in a failure to meet an agreed Timeline, the Supplier shall make its best endeavours to provide the services as soon as possible following resolution of the Default. The Supplier shall not bear responsibility for a Default of the Buyer.

Packaging, Labelling and Deliveries to Buyers

- 14.5 The Supplier shall provide a delivery service as required by Buyers for the distribution of printed proofs, sheets or print Copies of the Papers.

Proofs or sheets

- 14.6 If proofs or sheets are supplied before a Paper is Laid, either as hard copy proofs for approval or as printed sheets prior to binding, they are to have the following label affixed, pre-printed with the appropriate time and date for release:

Embargoed - Privileged Information

Not to be made public until

*.....am/pm on.....day 20XX

* Delete as appropriate

In case of query contact
[Supplier name, contact and telephone number]

Print Copies

- 14.7 The Supplier shall deliver embargoed final print Copies of the Papers before the Paper is Laid and ensure all consignments are accompanied by an itemised delivery note.
- 14.8 The delivery address for each consignment will be specified by the relevant Buyer.
- 14.9 The Supplier shall be able to track the progress of deliveries and update Buyers about their deliveries on request. In addition, the Supplier shall provide the relevant Buyer with written proof of each delivery ordered including time, place of delivery and recipient.
- 14.10 All consignments of print Copies must be packaged in a manner appropriate to the size and quantity of the contents in order to deliver the Papers securely and without damage. All packaging must be consistent with the requirements contained in Framework Schedule 1 (Scope and Specification).
- 14.11 Consignments must be packed as follows:
1. Maximum size of parcel, box or carton - 250mm wide x 380mm long x 150mm high;
 2. Maximum weight of parcel, box or carton - 10 kilos, the actual weight of each parcel, box or carton to be indicated;
 3. Parcel, boxes or cartons must be rectangular in shape;

OFFICIAL SENSITIVE - COMMERCIAL

4. All parcels must be securely wrapped in strong paper and be fastened with gummed tape or carton sealing tape at least 50mm wide;
5. Shrink wrapped parcels are acceptable as long as the wrapping gives adequate protection and does not bend or distort the contents, and complies with Clause 13.10 above;
6. Only purpose built boxes (cases or cartons) are acceptable;
7. Second-hand or sloganised boxes (cases or cartons) are not acceptable;
8. One piece fibreboard cases whether made wholly of solid or corrugated fibreboard, should be used; and
9. Contents must completely fill the depth of the case; if any case is only partially filled it is to be stuffed out or cut down (to prevent damage to the contents by compression whilst in transit or during storage). Cases must be sealed adequately with tape completely covering the length of the joint and extending not less than 50mm down the ends of the carton.

14.12 Deliveries which do not meet these requirements will not be accepted by the Buyer.

14.13 All parcels, boxes or cartons and individually cartoned Copies must be clearly labelled on one small end. The labels must be fastened to the parcel, box or carton in such a way that they cannot become detached. The use of single or double sided cellulose tape will not be accepted.

14.14 The labels must show the following information:

- a) Text advising 'Not to be opened until the Journal Office or Printed Paper Office has confirmed the Paper as Laid' and 'Embargoed Copies until Laid';
- b) Supplier contact details;
- c) Command or HC number including prefix, as applicable;
- d) Official Version's Web PDF ISBN;
- e) Month and year of Print Production;
- f) Number of Copies contained in the parcel and parcel weight;
- g) Parliamentary Session.

NOT TO BE OPENED UNTIL THE
JOURNAL OFFICE (IN THE COMMONS) OR
PRINTED PAPER OFFICE (IN THE LORDS) HAS
CONFIRMED THE PAPER AS LAID

EMBARGOED COPIES UNTIL LAID

In case of query contact
[Supplier name, contact and telephone
number]

CP/ HC [insert number]

ISBN [insert number]

MM/YYYY

10 Copies 5 Kg

SESSION YYYY/YYYY

14.15 The Supplier shall seek written approval from the Buyer producing the Paper before applying additional information, logos, emblems or symbols to the packaging materials in which the Papers are wrapped.

Additional details for the Delivery Requirements in Relation to Parliament will be provided following the signing of a non-disclosure agreement

Other Distribution and Delivery Requirements

14.16 The Supplier shall use its best endeavours to ensure that all deliveries it makes directly or via an agent meet the Buyer's delivery requirements including Timelines.

14.17 The Supplier shall track deliveries and provide regular progress reports to the Buyer as to whether a delivery is on schedule.

14.18 If the Supplier or its agent is unable to meet the Buyer's delivery requirements the Supplier shall advise the Buyer as soon as a problem becomes apparent, providing options on how the requirements may be met.

15. CORRECTIONS AND REPRINTS

Correction Services

15.1 The Supplier shall provide correction services as required by Buyers producing papers, so that the Buyer may correct a Paper after the Paper has been printed, Laid or published. These services shall include:

- a. Correction slips;
- b. Stickering;
- c. Reprints and redistribution, including the confidential secure shredding and disposal of print Copies;
- d. Creation of additional or replacement Web and Print PDFs; and
- e. Correction of the Paper's bibliographic information where a correction is needed to ensure the accuracy of that Paper's bibliographic information, including supply of information to the UK ISBN Agency.

15.2 If the Buyer producing a Paper requires a correction to be made to a Paper due to an error in the Paper, then:

1. If the error is due to a Default of the Supplier that is capable of being remedied the Supplier shall correct the Paper at its own expense and in accordance with the Contract, as required by the Buyer including correcting the Paper in all the formats and media held by the Supplier; or
2. If the error is due to a Default of the Buyer that is capable of being remedied, the Supplier shall undertake the correction service required by the Buyer to the Timeline agreed with the Buyer. The Supplier shall provide a quotation for any charge in accordance with Framework Schedule 3 (Pricing) for approval by the Buyer before correction services commence to correct the Paper in all formats and media held by the Supplier.

15.3 The Supplier shall include information about the Papers for which it has provided correction services in its Management Information provided to the CCS.

Stickering

- 15.4 Stickers may be used to correct a Paper that has been printed but not yet Laid, where the Buyer has agreed this with the Journal Office in the House of Commons. Where the Buyer orders stickers, and the Timeline before laying allows, the Supplier shall print and/or appropriately adhere the stickers to the Paper's print Copies prior to delivery.
- 15.5 The Supplier shall arrange sufficient stickers to match the original print quantity of the Paper and deliver as required by all Buyers, including parliamentary Buyers.

Correction Slips

- 15.6 Corrections slips may be used to amend a Paper after the Paper has been Laid. If required by the Buyer that has produced the Paper, the Supplier shall apply the templates agreed with the Controller of HMSO at Appendix 4 (Templates for Correction Slips) of this Annex A.
- 15.7 The Buyer may provide the Supplier with corrected Content to include in the correction slip template or provide a completed correction slip. The Buyer will also obtain the necessary approvals to ensure the correction slip can be notified to, and accepted by the Journal Office in the House of Commons.
- 15.8 On approval from the Buyer the Supplier may be required to print sufficient correction slips to match the original print quantity of the Paper and distribute to the producing Buyer and parliamentary Buyers. The Supplier shall also provide the Buyer producing the Paper with a digital copy of the correction slip if the correction slip was finalised by the Supplier, to the Timescale required by the Buyer.

Reprint and Redistribution of Corrected Papers and Content

- 15.9 The Buyer may require services to support the withdrawal, or withdrawal and reissue of a Paper after the Paper's original version has been produced, Laid and/or published.
- 15.10 The Supplier shall provide services to support these requirements including, where required, the secure shredding of confidential waste (high security) as

contained in Framework Schedule 1 (Scope and Speciation) and secure disposal of print Copies as required by the Buyer.

Supply of Reprint Copies

15.11 Where the Buyer requires a previously printed Paper to be reprinted without amendment, the Supplier shall print and deliver the relevant Copies as required by the Buyer. The Charges for such reprints shall apply as set out in Framework Schedule 3 (Pricing) and shall not include a C&HP Service Option Charge.

15.12 The Supplier shall include information about reprints it has provided to Buyers in its Management Information provided to the CCS.

16. RE-USE OF PAPERS' CONTENT AND INFORMATION

16.1 The Content of Papers Laid before Parliament may be re-used for commercial and non-commercial purposes by third parties, including the Supplier, outside this Annex A where copyright licencing terms and conditions permit.

16.2 Before re-using a Paper's Content the Supplier shall:

1. Ensure that the relevant Paper has been Laid before Parliament; and
2. Not despatch, deliver, disseminate or publish Copies of the Paper or information about the Paper, including marketing, sales or pricing information in any format or version or location outside this Annex A until [9am] of the Working Day after the Paper has been Laid. This requirement excludes information about the Paper already made publically available by the relevant Authoring Organisation and/or its Buyer.

16.3 The exception to Clause 16.2.2 is where a Paper has been published before [9am] of the Working Day after the Paper has been Laid, in which case the Supplier may despatch, deliver, disseminate or publish copies of the Paper and information about the Paper.

16.4 The Paper will be deemed published if a Paper's:

1. Web PDFs are available on www.gov.uk; and/or
2. Web PDF is available on the relevant Buyer's official website for Papers produced by these statutory bodies: the Electoral Commission, the Independent Parliamentary Standards Authority, the Local Government Boundary Commission and the Parliamentary and Health Services Ombudsman.

16.5 The Supplier shall make relevant Buyers, Authoring Organisations and/or other interested parties aware of the Supplier's obligations set out at Clause 16 should any of these parties not fully understand the Supplier's obligations and expect the Supplier not to comply with Clause 16. If any of these parties do not understand the Supplier's obligations the Supplier shall inform the Controller of HMSO.

17. SERVICE EVOLUTION

- 17.1 The Supplier acknowledges and accepts that Buyers' requirements for C&HP Services may change throughout the Term and that the demand for a service may increase, decrease or become zero. For example purposes only, the demand for print Copies may reduce and fluctuate, and the demand for html files may increase.
- 17.2 The Supplier shall adapt to changes in the demand for C&HP Services, providing robust resources, processes and contingency to support changing requirements over the Term, recognising that changes may be outside of the control of Buyers.
- 17.3 The Supplier shall provide detailed plans and options setting out how the Supplier shall continue to provide C&HP Services should the demand for a service change, or may potentially change, or on request by the CCS.
- 17.4 The Supplier acknowledges and accepts that C&HP Services do not generally include the electronic delivery of information including data and content across multiple platforms and devices. The development and provision of digital solutions such as templates, tools, processes, systems, formats and data to create, lay, handle or publish Papers for individual Buyers and Authoring Organisations, and/or on behalf of government or Parliament, are out of scope unless explicitly stated in this Annex A, or agreed to in writing by Controller of HMSO.

APPENDICES 1 – 4

APPENDIX 1 – PARLIAMENT’S PRINT COPY QUANTITIES

1. The Houses of Parliament will set default print Copy distribution and quantities for each paper type through their Call-off Procedures, including the possibility to amend print quantities, which from time to time may fall outside the minimum - maximum range in Table 1 below.
2. The number of Copies of any Paper ordered may vary, on the instruction of the Vote Office or Printed Paper Office (for their respective House), to take account of predicted demand. The default distribution quantities for each Paper type and/or office may be altered; the minimum notice period for a change to the standard quantities will normally be two weeks.
3. See Table 1 below for a list of parliamentary Buyers’ guideline minimum - maximum number of print Copies and distribution.

APPENDIX 1 – PARLIAMENT’S PRINT COPY QUANTITIES

4. Table 1

				PRINT COPY TOTALS	
				Minimum guideline	Maximum guideline*
HC General*	20 to 1000	10	0 to 300	30	1250
Main Estimates	20 to 30	10	0	30	43
HC/CP Dept Report & Accounts	15 to 30	5	0	20	38
HC/CP Law Commission	10 to 20	5	0 to 10	15	30
CP General*	20 to 1000	10	0 to 400	30	1440
CP FCO Treaty & Misc	0 to 15	0 to 5	0	0	23
Unnumbered Acts	0 to 30	0	0	0	30

* For illustration purposes only: the maximum guideline print quantities may be potentially required around 10 times a year for some Budget documents, major inquiries and very high profile policy documents. Most print Copy quantities will be towards the minimum guideline total.

APPENDIX 2 – PARLIAMENT’S MANAGEMENT INFORMATION

1. Advanced Laying Information

- 1.1 The Supplier shall provide an Advanced Laying Information service to the Vote Office and the Printed Paper Office in respect of C&HP Services as set out in Clause 7.6. The Supplier shall provide the Advanced Laying Information 48 hours before a Paper is due to be Laid.
- 1.2 The information may only include Papers where the Supplier has provided print Copies to the Buyer producing the Paper and/or Parliament. As a minimum, the information will include, where applicable: intended date and time of laying, series details (CP, HC, or un-numbered Paper where applicable), series number for CP and HC Papers, title and corporate author (authoring organisation) or individual author (if an individual's name is associated with the Paper).
- 1.3 The Supplier will update the information in a timely manner so that the Houses of Parliament have the latest information with which to plan their provision of Papers to Members and Peers.

2. Invoice information

- 1.4 The Supplier shall provide the Vote and Printed Paper Offices with an email including an attachment of a letter with the name of the organisation in the heading, and providing bank details for payments and the contact details for financial queries and, if different, for management information queries.
- 1.5 The House of Commons will then provide the Supplier with a contract number.
- 1.6 At the beginning of each financial year on 1 April, the House of Commons will raise a purchase order for the Papers it is to receive during that financial year. For the first year of the new arrangements, if those arrangements commence mid-financial year, a purchase order will be raised which will apply until the end of the financial year 31 March 2021. The purchase order number must be shown on each invoice for the House of Commons.
- 1.7 The House of Lords does not have purchase orders and shall pay within the statutory 30 days of receiving an invoice (or agreeing that an invoice is correct, whichever is the later).
- 1.8 The Supplier shall email monthly Management Information to [tbc following contract award] (for the Commons) and to [tbc following contract award] (for the Lords) detailing

OFFICIAL SENSITIVE - COMMERCIAL

the charges incurred by the Houses respectively, at no additional cost. This Management Information shall include, by Paper:

1. Title;
2. Date of invoice;
3. Invoice number (on which item charged);
4. Date delivered;
5. Category of Paper;
6. Paper number;
7. Number of Copies;
8. Number of pages including cover, number of colours cover (1 or 4), total number of pages text, number of colours text pages (1 or 4);
9. Cost of each Paper; and
10. Total costs.

1.9 Parliament may make adjustments to the items reported as required.

1.10 The Supplier shall provide the House of Commons (Vote Office) and the House of Lords (Printed Paper Office) each with its own monthly invoice detailing the charges incurred by that particular office.

1.11 The Supplier shall provide other offices in Parliament with their own separate invoices should these offices purchase Papers. The Supplier shall include this information on each invoice:

1. Date delivered;
2. Category of Paper;
3. Title of Paper;
4. Paper number;
5. Number of Copies;
6. Number of pages including cover, number of colours cover (1 or 4), total number of pages text, number of colours text pages (1 or 4);
7. Cost of each Paper;
8. Total invoiced cost; and
9. Purchase order number (House of Commons only).

OFFICIAL SENSITIVE - COMMERCIAL

1.12 The Supplier shall provide invoices within three Working Days of the beginning of each calendar month by the following means:

1. PDF copies of invoices for the House of Commons should be emailed to [tbc following contract award] and blind copied to [tbc following contract award];
and
2. Invoices for the House of Lords should be emailed to [tbc following contract award].

APPENDIX 3 – TEMPLATES FOR PAPERS' PAGES 1 & 2 AND COVERS

1. With reference to Clause 11 the Supplier shall ensure that each Paper's title page, copyright page and back cover follow the templates as set out below.
2. Page 1 (title page), for:
 - a. Command Papers (numbered);
 - b. Command Papers (un-numbered);
 - c. House of Commons Papers; and
 - d. Un-numbered Act Papers.
3. Page 2 (copyright page), for:
 - a. Crown Copyright Papers, page 2 (copyright page); and
 - b. Non-Crown Copyright Papers, page 2 (copyright page).
4. Back covers, for:
 - a. Papers with ISBNs and/or Supplier IS or job numbers
5. Buyers may vary fonts and the typographical arrangement.

6. Command Paper (numbered) , page 1 (title page):



[Insert title]

Presented to Parliament by the Secretary of State for **[area of responsibility provided by Buyer]** by Command of His Majesty

[insert laying month and year]

CP ~~xxxx~~ **[insert Command Paper number]**

7. Command Paper (unnumbered), page 1 (title page):



[Insert title]

Presented to Parliament by the Secretary of State for **[area of responsibility provided by Buyer]** by Command of His Majesty

[insert laying month and year]

8. House of Commons Paper, page 1 (title page):

**[Insert name of Authoring Organisation
in full]**

Annual report and accounts 2020-2021

For the period 1 April 2020 to 31 March 2021

Presented to the House of Commons pursuant to **[insert legal
obligation supplied by Buyer]**

Ordered by the House of Commons to be printed on **[insert laying date
in full as Date Month Year]**

HC xxx **[insert House of Commons Paper number]**

9. Un-numbered Act Paper, page 1 (title page):

[Insert title]

Presented to Parliament pursuant to **[insert legal obligation supplied by Buyer]**

[insert laying month and year]

10. Crown Copyright Paper, page 2 (copyright page) with ISBN:



© Crown copyright **[insert year of publication]**

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at: www.gov.uk/official-documents

Any enquiries regarding this publication should be sent to us at **[insert contact details provided by Buyer]**.

ISBN **[insert number 978XXXXXXXXXX provided by the Supplier]**

Supplier ID or job number **[insert number and month/year provided by the Supplier]**

Printed on paper containing 40% recycled fibre content minimum.

Printed in the UK by **[insert name of the supplier]** on behalf of the Controller of His Majesty's Stationery Office.

11. Non-Crown Copyright Paper, page 2 (copyright page) with ISBN:



© [insert name of copyright holder supplied by Buyer] copyright [insert year of publication]

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at: www.gov.uk/official-documents

Any enquiries regarding this publication should be sent to us at [insert contact details provided by Buyer].

ISBN [insert number 978XXXXXXXXXX provided by the Supplier]

Supplier ID or job number [insert number and month/year provided by the Supplier]

Printed on paper containing 40% recycled fibre content minimum.

Printed in the UK by [insert name of the supplier] on behalf of the Controller of His Majesty's Stationery Office.

12. Back cover, for Papers with an ISBN and/or Supplier ID or job number:

Supplier ID or job number [insert number provided by the Supplier]
ISBN [insert number provided by the Supplier]

13. The Supplier shall ensure that each Paper has one copyright statement on page 2.

14. The Supplier shall ensure that Crown Copyright Papers include the latest Crown Copyright statement, as issued by the Controller of HMSO. The Controller of HMSO may vary the statement from time to time.
15. Non-Crown organisations will supply their own copyright statement, or where a statement is unavailable, the Supplier shall recommend that the statement below be used. The Controller of HMSO may vary the statement from time to time.
16. Where a Buyer provides a statement including 'All rights reserved', the Supplier shall draw the Buyer's attention to the copyright holder's potential obligations under the Re-use of Public Sector Information Regulations 2015. The Supplier shall also advise the Controller of HMSO.
17. The current Crown copyright statement is (the current recommended non-Crown statement follows):



© Crown Copyright [insert year of publication]

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3.

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at: www.gov.uk/official-documents.

Any enquiries regarding this publication should be sent to us at [insert contact details].

18. The current recommended non-Crown statement is:



© [insert name of copyright holder] copyright [insert year of publication]

This publication is licensed under the terms of the Open Government Licence v3.0 except where otherwise stated. To view this licence, visit nationalarchives.gov.uk/doc/open-government-licence/version/3.

Where we have identified any third party copyright information you will need to obtain permission from the copyright holders concerned.

This publication is available at: www.gov.uk/official-documents.

Any enquiries regarding this publication should be sent to us at [insert contact details].

19. Any copyright and licensing queries should be put to the Controller of HMSO, as in exceptional circumstances other copyright statements should be used.

APPENDIX 4 – TEMPLATES FOR PAPERS' CORRECTION SLIPS

1. The Supplier shall apply templates when a Paper requires amendment through the correction slip process.
2. The Controller of HMSO has made templates available for Buyers and the Supplier to use on The National Archives website:

<http://www.nationalarchives.gov.uk/information-management/producing-official-publications/parliamentary-papers-guidance/correct-paper/>

3. Template for House of Commons Papers:

CORRECTION SLIP

Title: XXXXXXXXXX

Session: Year/Year

HC XXX

ISBN 978XXXXXXXXXX

Ordered by the House of Commons to be printed Day Month Year

Correction

Text currently reads:

<insert details of current incorrect text>

Text should read:

<insert corrected text>

Date of correction: Day Month Year

4. The Supplier shall adapt the House of Commons Paper template in respect of Un-numbered Act Papers.

5. Template for Command Papers:

CORRECTION SLIP

Title: XXXXXXXXXXXX

Session: Year/Year

CP XXXX

ISBN 978XXXXXXXXXX

Date Laid: Month Year

Authoring Organisation

Correction

Text currently reads:

<insert details of current incorrect text>

Text should read:

<insert corrected text>

Date of correction: Day Month Year

6. The Supplier shall adapt the Command Paper template in respect of Un-numbered Command Papers.

APPENDIX 5 – MI FOR COMMAND AND HOUSE WORKLOADS 2023/2024

Data covers Mar 2023 to Feb 2024. Month indicates month of invoicing, not necessarily the month activity took place (due to delays in provision of POs).

Data provided to demonstrate workload and variations in workloads between Mar 2023 and Feb 2024 and does not guarantee activity levels through RM6297 Print and Digital Communications.

Client Services

[illegible]

Figure 1: Table showing top 20 Departments by % of Total Activity (Papers Laid).

Total Papers Laid = 750

OFFICIAL SENSITIVE - COMMERCIAL

From the total of 233 Departments, two Departments (FCDO and Home Office) were responsible for circa 20% of total activity in Mar 2023 to Feb 2024 (based on 750 Laid Papers).

[illegible]

Figure 2: Number of Papers Laid by Departments (total of 750 Papers)

Figure 2 shows that 156 Departments only Laid one paper during Mar 2023 to Feb 2024. One Department laid 82 papers.

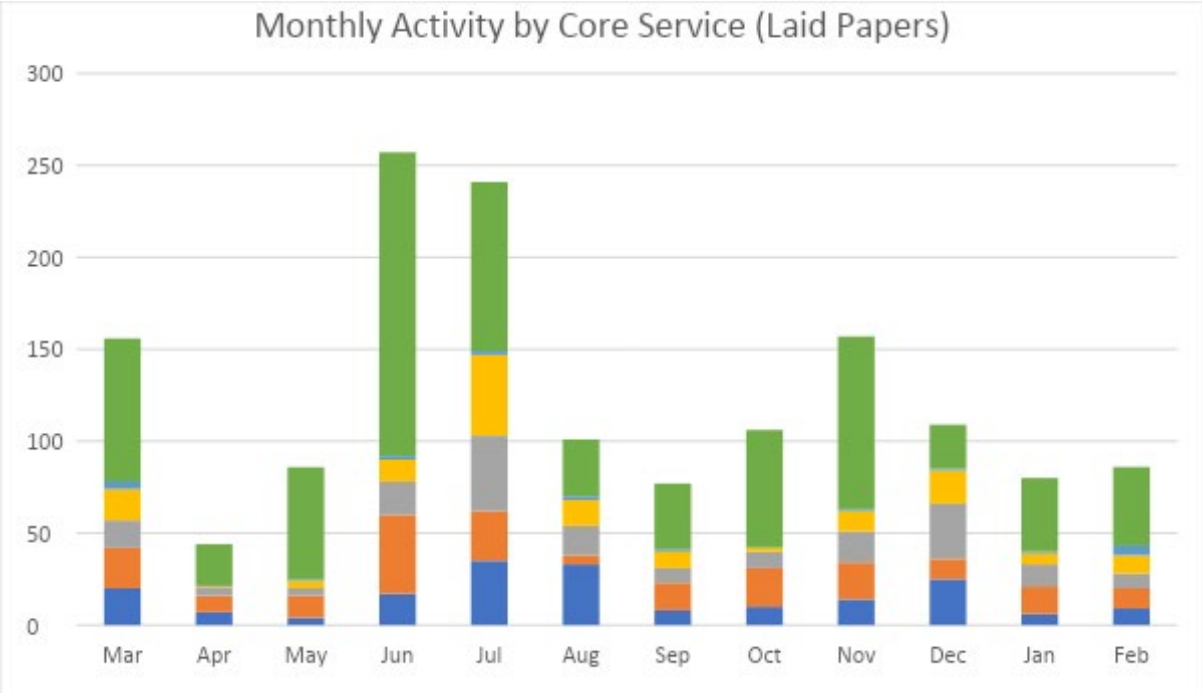


Figure 3: Monthly Activity Processed by Client Services (Laid Papers). Mar 2023 to Feb 2024. Date based on Invoiced Date. There was no activity for MS6 Core Service 6 during this period.

Figure 4: Table showing Total Activity (Laid Papers) by Core Service. Mar 2023 to Feb 2024.

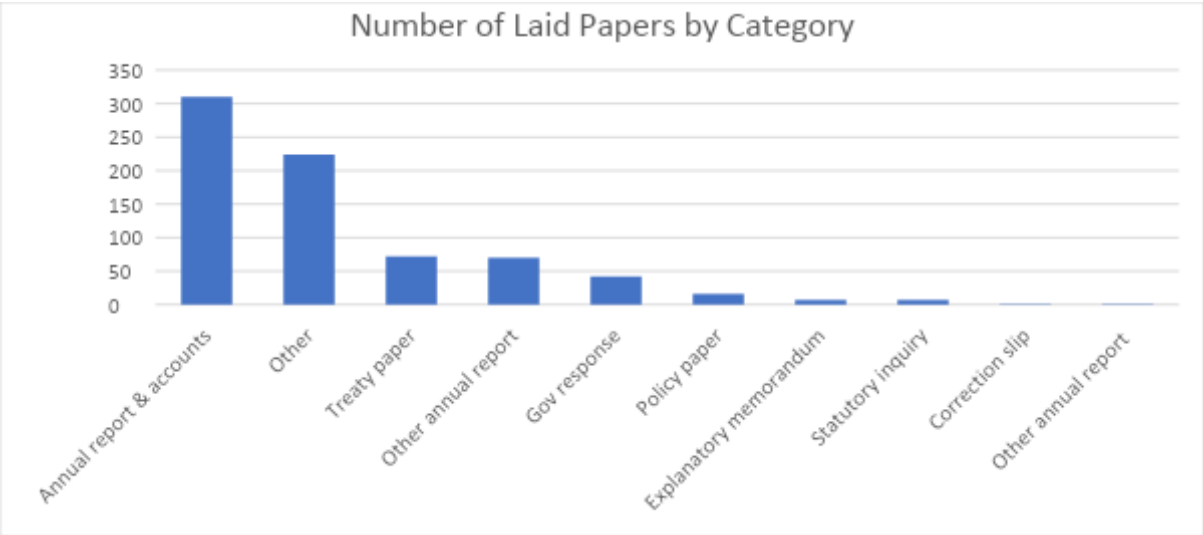


Figure 5: Number of Laid Papers Mar 2023 to Feb 2024 by Paper Category.

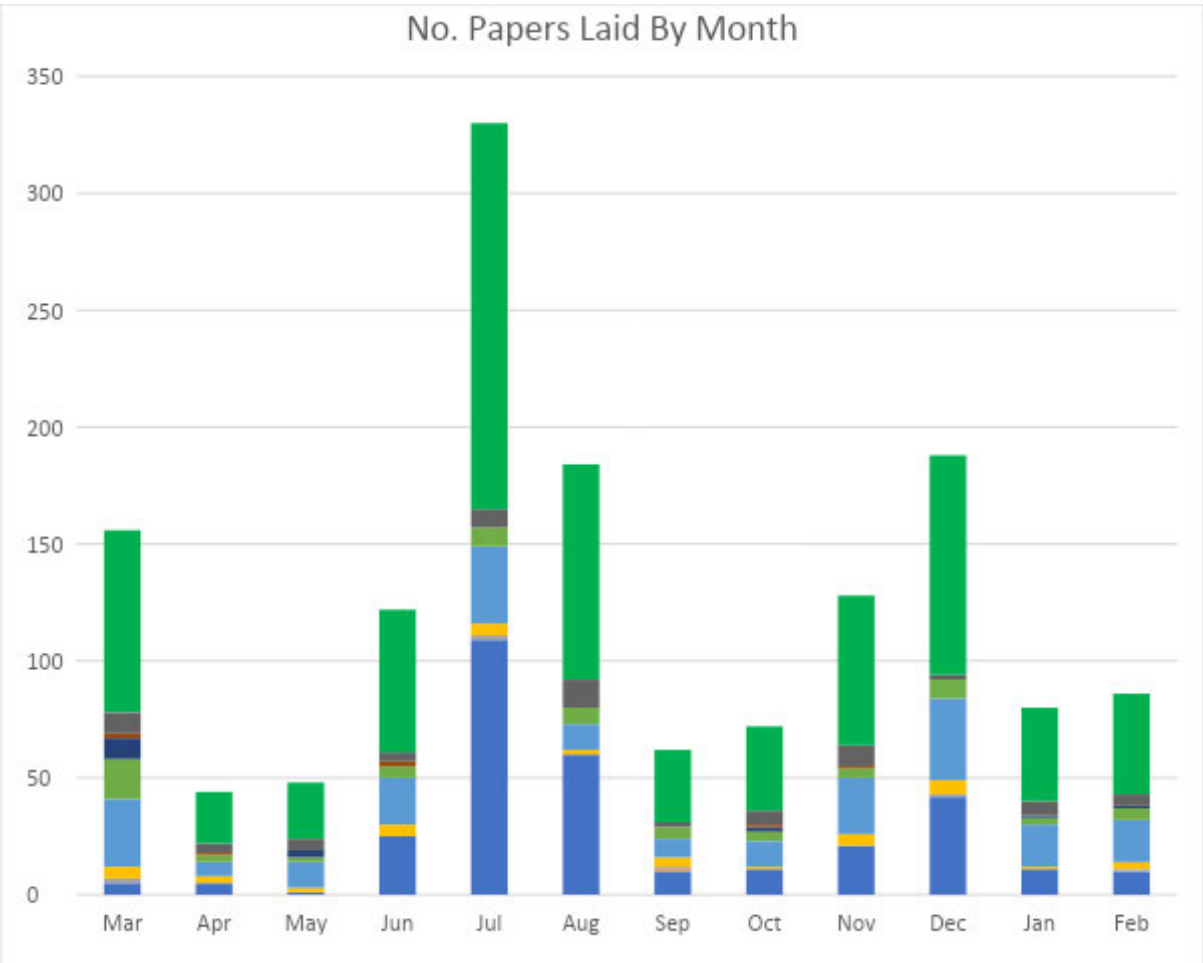


Figure 6: Number of Papers Laid By Month. Mar 2023 to Feb 2024.

--	--

OFFICIAL SENSITIVE - COMMERCIAL

[illegible]

OFFICIAL SENSITIVE - COMMERCIAL

[illegible]

Figure 7: Table Showing Service Level Option for Monthly Activity Processed Mar 2023 to Feb 2024.

Studio

Deliverables

Average jobs per month: 44.6

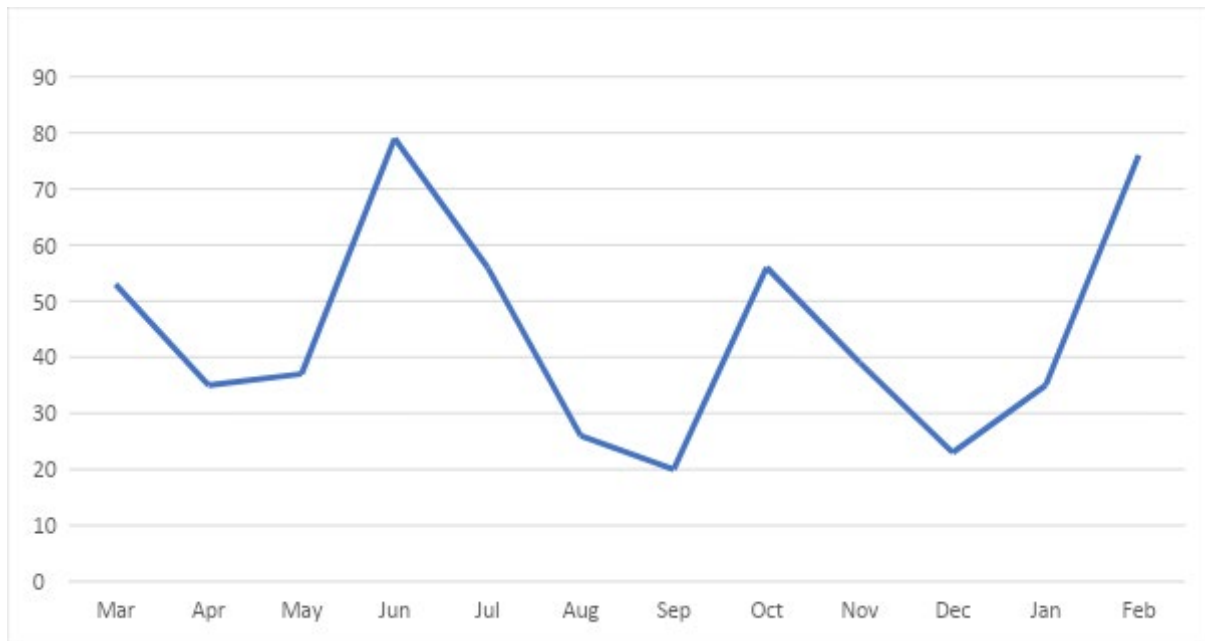


Figure 5: Studio jobs by month. Date based on start date.

Studio produced a total of 535 jobs. The difference between the number of laid papers and the number of Studio deliverables is due to the papers that do not require Studio services such as ISBN only, client supplying print files or their own printed copies.

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start 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 the Annex of this Schedule.
- 1.3 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.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2023

Annex A: List of Transparency Reports

The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table below. Please note, the above is not an exhaustive list.

Title	Content	Format	Frequency
<u>Performance Levels</u>	<p>Accurate Management Information (MI) on Supplier Service Level Performance, including delivery of Social Value priorities.</p> <p>This shall exclude information where the publication of information:</p> <ul style="list-style-type: none">• would impede law enforcement or would otherwise be contrary to the public interest;• would prejudice the legitimate commercial interests of the Supplier; or <p>might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.</p>	<p>The Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.</p>	<p>At the Buyer's request.</p>
Call-Off Contract Charges	<p>Call-Off Contract Prices</p> <p>This shall exclude information where the publication of information:</p> <ul style="list-style-type: none">• would impede law enforcement or would otherwise be contrary to the public interest;• would prejudice the legitimate commercial interests of the Supplier; or <p>might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.</p>	<p>The Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.</p>	<p>At the Buyer's request.</p>
Key Subcontractors	<p>Accurate MI on any Subcontractors who deliver services for the Supplier to the Buyer.</p> <p>This shall exclude information where the publication of information:</p> <ul style="list-style-type: none">• would impede law enforcement or would	<p>The Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations</p>	<p>At the Buyer's request.</p>

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2023

	<p>otherwise be contrary to the public interest;</p> <ul style="list-style-type: none">• would prejudice the legitimate commercial interests of the Supplier; or <p>might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.</p>	and Parliamentary Questions.	
Technical	<p>Shall include, but not be limited to: performance measurement and statistical reporting, self-service reporting and ad-hoc reports.</p> <p>This shall exclude information where the publication of information:</p> <ul style="list-style-type: none">• would impede law enforcement or would otherwise be contrary to the public interest;• would prejudice the legitimate commercial interests of the Supplier; or <p>might prejudice fair competition between the Supplier and other suppliers in the market for future opportunities.</p>	<p>The Supplier shall respond to requests for the provision of information in response to the Buyer's disclosure obligations under Government Transparency Standards, the Freedom of Information Act, Environmental Information Regulations and Parliamentary Questions.</p>	<p>At the Buyer's request.</p>

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

Crown Copyright 2023

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive"	<p>1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>2</p>
"Employee Liability"	<p>3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: <ul style="list-style-type: none">(i) any amendments to that document immediately prior to the Relevant Transfer Date; and(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance <i>"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"</i> issued in June 1999 including the supplementary guidance <i>"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"</i> issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

	is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
	(c) the identity of the employer or relevant contracting Party;
	(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
	(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
	(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
	(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
	(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
	(i) copies of all relevant documents and materials relating to such information, including copies of

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

	relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit)

PART A: STAFF TRANSFER AT THE START DATE OUTSOURCING FROM THE BUYER – NOT USED

PART B: STAFF TRANSFER AT THE START DATE TRANSFER FROM A FORMER SUPPLIER – NOT USED

PART C: NO STAFF TRANSFER ON THE START DATE

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART D: PENSIONS – NOT USED

Annex D1:

Civil Service Pensions Schemes (CSPS) -NOT USED

Annex D2: NHS Pension Schemes – NOT USED

Annex D3:

Local Government Pension Schemes (LGPS) -NOT USED

Annex D4: Other Schemes – NOT USED

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
- 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
 - 2.9 The indemnity in Paragraph 2.8:
 - 2.9.1 shall not apply to:

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (b) the Supplier and/or any Subcontractor; and
- (c) the Replacement Supplier and/or the Replacement Subcontractor.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

- working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref:

Crown Copyright 2023

Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables 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 Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2023

(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2023

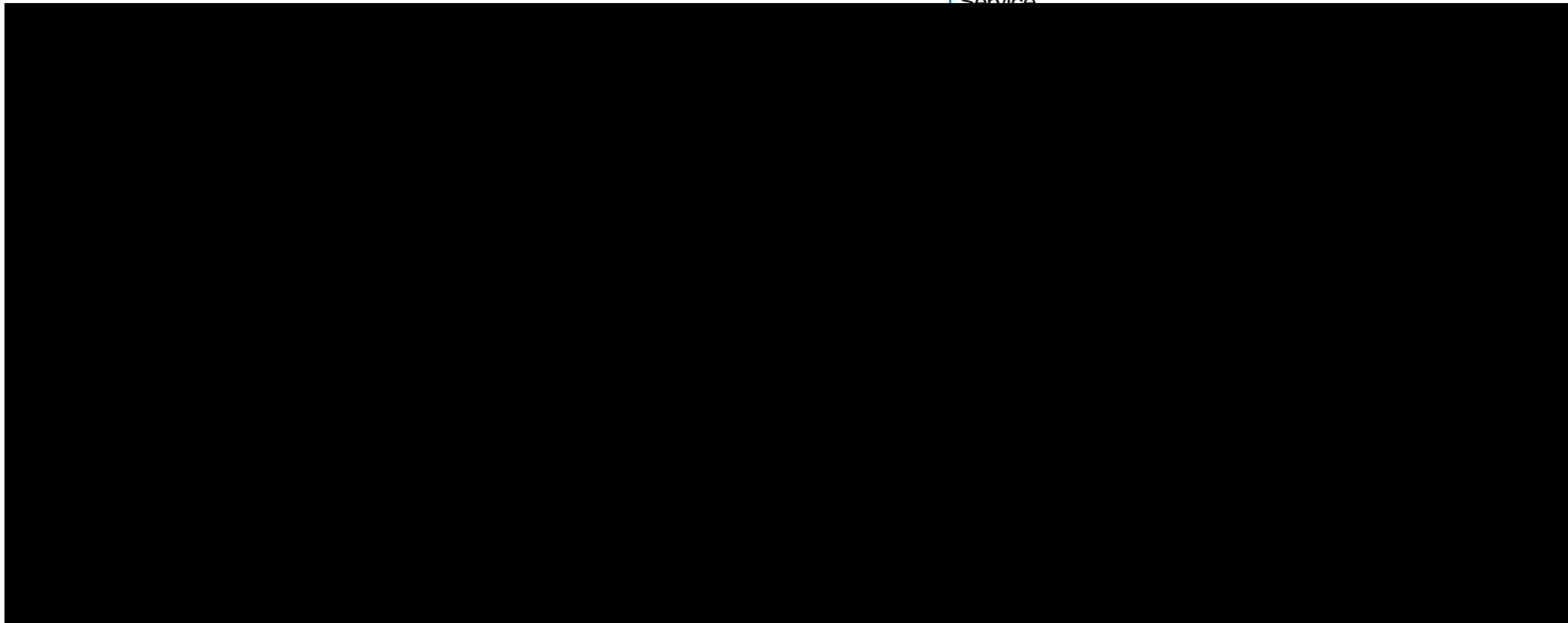
Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2023

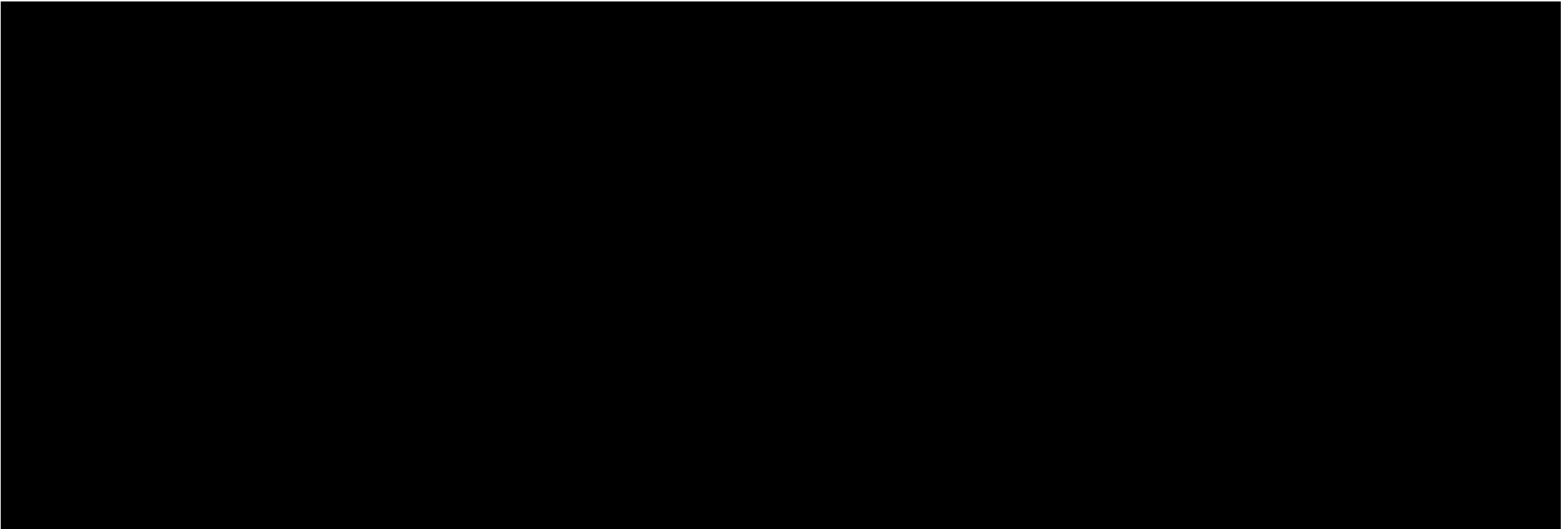
Call-Off Schedule 5 (Pricing Details)

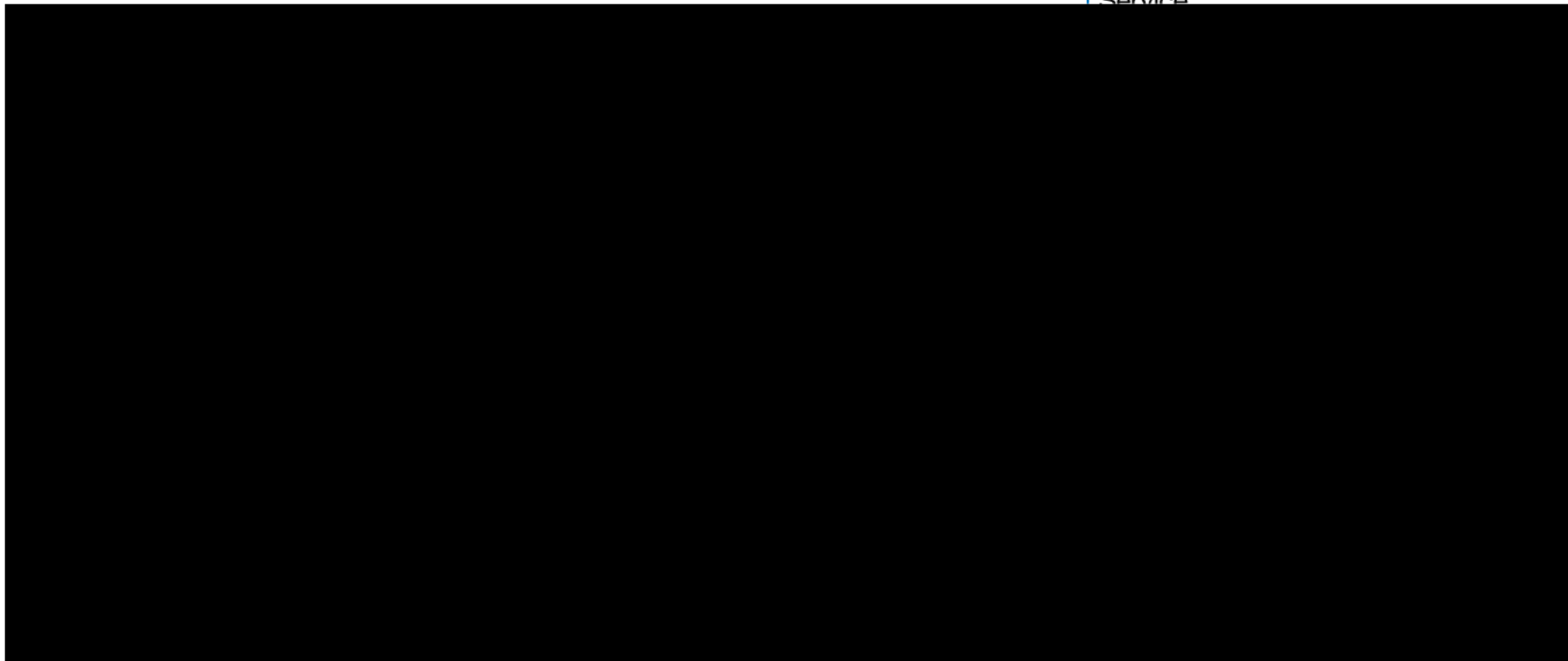
The Supplier shall ensure applicable Charges for any requirements commissioned by the Buyer are calculated in accordance with the attached Rate Card. As is standard for the Command and House Paper Service, pricing relating to this service may be amended on an annual basis as per Framework Schedule 3 - Framework Prices.



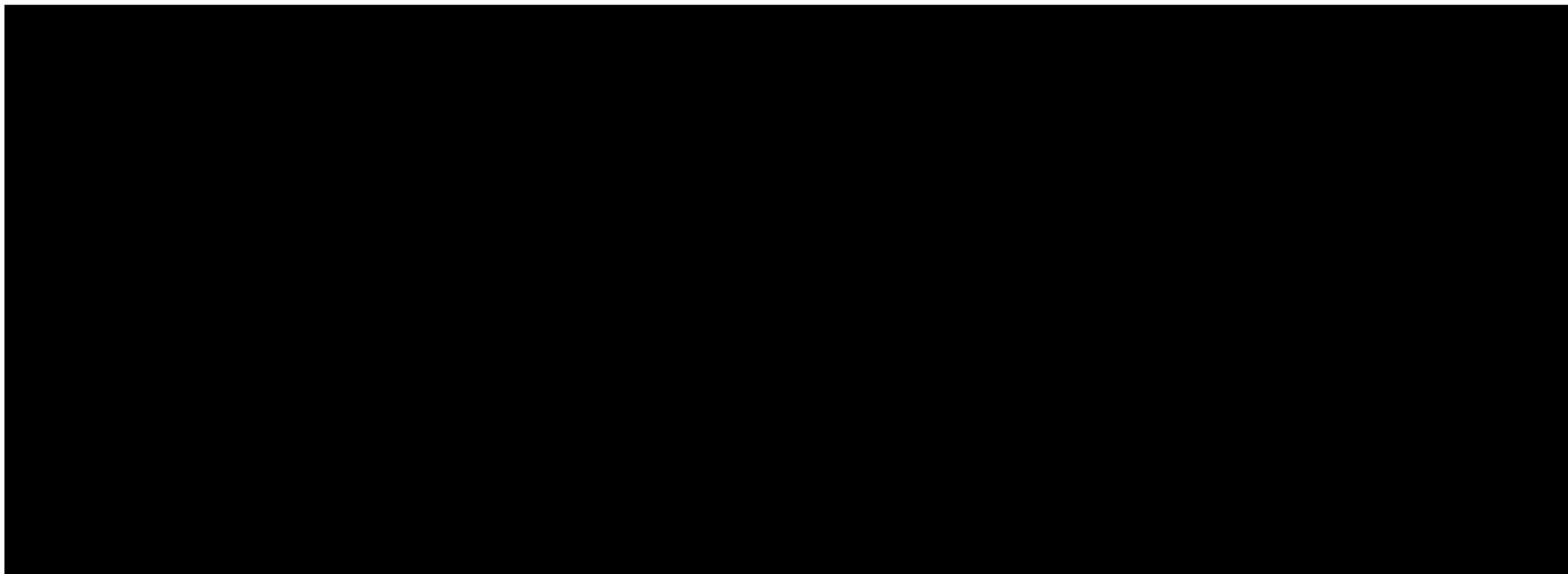
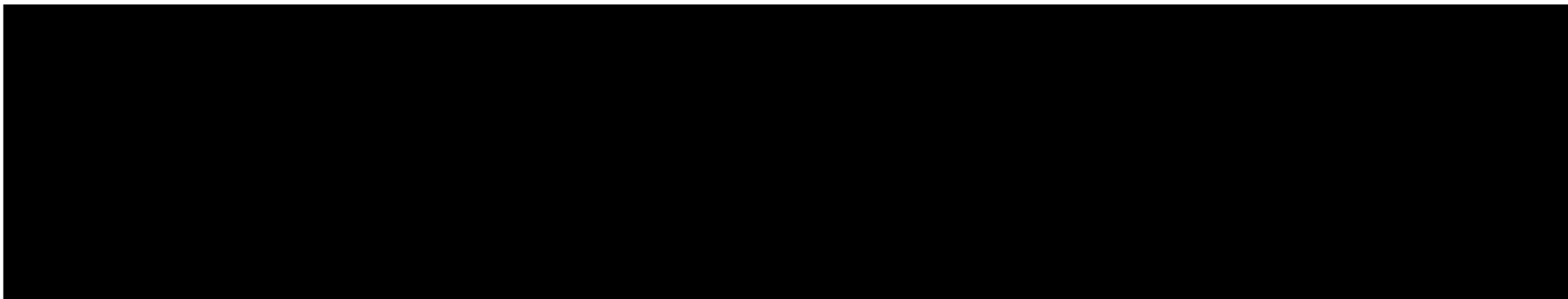
Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:
Crown Copyright 2023









Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 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 be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (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);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff 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 Deliverables; and

- 1.5.5 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 Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"BCDR Plan"	has the meaning given to it in Paragraph 1.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 1.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 5.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 5.3 of this Schedule.

BCDR Plan

1. BCDR Plan

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.2 Within ninety (90) Working Days from the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster.
- 1.3 The BCDR Plan shall be divided into four sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**"); [and.
 - 1.3.4 Section 4 which shall relate to an Insolvency Event of the Supplier, and Key-Subcontractors and/or any Supplier Group member (the "**Insolvency Continuity Plan**").]
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

- 2.1 Section 1 of the BCDR Plan shall:
 - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2023

- 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time;
- 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 2.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 2.1.7 provide for documentation of processes, including business processes, and procedures;
- 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 2.1.9 identify the procedures for reverting to "normal service";
- 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 2.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan;
- 2.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans;
- 2.1.13 contain an obligation upon the Supplier to liaise with the Buyer and (at the Buyer's request) any Related Supplier with respect to issues concerning insolvency continuity where applicable; and
- 2.1.14 detail how the BCDR Plan links and interoperates with any overarching and/or connected insolvency continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2023

- 2.2 The BCDR Plan shall be designed so as to ensure that:
 - 2.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

3. Business Continuity (Section 2)

- 3.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 3.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 3.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 3.2 The Business Continuity Plan shall:
 - 3.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 3.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 3.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 3.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

4. Disaster Recovery (Section 3)

- 4.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 4.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 4.2.1 loss of access to the Buyer Premises;
 - 4.2.2 loss of utilities to the Buyer Premises;
 - 4.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 4.2.4 loss of a Subcontractor;
 - 4.2.5 emergency notification and escalation process;
 - 4.2.6 contact lists;
 - 4.2.7 staff training and awareness;
 - 4.2.8 BCDR Plan testing;
 - 4.2.9 post implementation review process;
 - 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 4.2.13 testing and management arrangements.

5. Review and changing the BCDR Plan

- 5.1 The Supplier shall review the BCDR Plan:
 - 5.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 5.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 5.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 5.1.1 and 5.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2023

total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

- 5.2 Each review of the BCDR Plan pursuant to Paragraph 5.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 5.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 5.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

6. Testing the BCDR Plan

- 6.1 The Supplier shall test the BCDR Plan:
 - 6.1.1 regularly and in any event not less than once in every Contract Year;
 - 6.1.2 in the event of any major reconfiguration of the Deliverables
 - 6.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 6.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2023

- 6.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 6.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 6.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 6.5.1 the outcome of the test;
 - 6.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 6.5.3 the Supplier's proposals for remedying any such failures.
- 6.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

7. Invoking the BCDR Plan

- 7.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

8. Circumstances beyond your control

- 8.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

9. Insolvency Continuity Plan (Section 4)

- 9.1 The Insolvency Continuity Plan shall be designed by the Supplier to permit continuity of the business operations of the Buyer supported by the Deliverables through continued provision of the Deliverables following an Insolvency Event of the Supplier, any Key Sub-contractor and/or any Supplier Group member with, as far as reasonably possible, minimal adverse impact.
- 9.2 The Insolvency Continuity Plan shall include the following:
 - 9.2.1 communication strategies which are designed to minimise the potential disruption to the provision of the Deliverables, including key contact details in respect of the supply chain and key contact details for

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2023

- operational and contract Supplier Staff, Key Subcontractor personnel and Supplier Group member personnel;
- 9.2.2 identification, explanation, assessment and an impact analysis of risks in respect of dependencies between the Supplier, Key Subcontractors and Supplier Group members where failure of those dependencies could reasonably have an adverse impact on the Deliverables;
- 9.2.3 plans to manage and mitigate identified risks;
- 9.2.4 details of the roles and responsibilities of the Supplier, Key Subcontractors and/or Supplier Group members to minimise and mitigate the effects of an Insolvency Event of such persons on the Deliverables;
- 9.2.5 details of the recovery team to be put in place by the Supplier (which may include representatives of the Supplier, Key Subcontractors and Supplier Group members); and
- 9.2.6 sufficient detail to enable an appointed insolvency practitioner to invoke the plan in the event of an Insolvency Event of the Supplier.
- 9.3 Paragraph 2.1.6(c) is amended with the addition of the words:
as may be more fully described in the Insolvency Continuity Plan
- 9.4 Add new paragraph 2.1.15:
 - 2.1.15 set out how the business continuity and disaster recovery elements of the BCDR Plan link to the Insolvency Continuity Plan, and how the Insolvency Continuity Plan links to the business continuity and disaster recovery elements of the BCDR Plan;
- 9.5 Add new paragraph 7.2:
 - 7.2 The Insolvency Continuity Plan element of the BCDR Plan, including any linked elements in other parts of the BCDR Plan, shall be invoked by the Supplier:
 - 7.2.1 where an Insolvency Event of a Key Sub-contractor and/or Supplier Group member (other than the Supplier) could reasonably be expected to adversely affect delivery of the Deliverables; and/or
 - 7.2.2 where there is an Insolvency Event of the Supplier and the insolvency arrangements enable the Supplier to invoke the plan.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>1 the occurrence of:</p> <p>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2023

- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2023

amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2023

attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements – Not used

Part B – Annex 1:

Baseline security requirements – Not Used

Part B – Annex 2 - Security Management Plan – Not Used

Call-Off Schedule 10 (Exit Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date,

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

	whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	14 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

- 2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every twelve (12) months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

later than ten (10) Working Days after the date of the Termination Assistance Notice;

- (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
- (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

Call-Off Schedule 10 (Exit Management)

Call-Off Ref:

Crown Copyright 2023

9. No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

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

3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

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

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

Annex 1 – Relevant Convictions

- Theft
- Offences under the Fraud Act 2006
 - Fraud by false representation
 - Fraud by failing to disclose
 - Fraud by abuse of position
 - Dishonestly obtaining services
- Conspiracy to steal/defraud
- Handling stolen goods
- Robbery
- Burglary
- Perverting the course of justice
- Bribery

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **"including"**, **"other"**, **"in particular"**, **"for example"** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **"without limitation"**;
 - 1.3.6 references to **"writing"** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **"representations"** shall be construed as references to present facts, to **"warranties"** as references to present and future facts and to **"undertakings"** as references to obligations under the Contract;
 - 1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract 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; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates"	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;
Annex"	extra information which supports a Schedule;
Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and

	exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office;

	e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
Authority"	CCS and each Buyer;
Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
Business Continuity Plan"	has the meaning given to it in Paragraph 1.3.2 of Call-Off Schedule 8;
Buyer"	the relevant public sector purchaser identified as such in the Order Form;
Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;

Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
Central Government Body"	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;
Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form 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 Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;

Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
Control"	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 UK GDPR;
Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits;

	<p>vi) staff training;</p> <p>vii) work place accommodation;</p> <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
CRTPA"	the Contract Rights of Third Parties Act 1999;
Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation"	(i) the UK GDPR 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 Liability Cap"	the amount specified in the Framework Award Form;
Data Protection Officer"	has the meaning given to it in the UK GDPR;

Data Subject"	has the meaning given to it in the UK GDPR;
Data Subject Access Request"	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;
Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

Joint Schedule 1 (Definitions)

Crown Copyright 2023

Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the 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;
Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Documentation"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: l) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables m) is required by the Supplier in order to provide the Deliverables; and/or n) has been or shall be generated for the purpose of providing the Deliverables;
DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
DPA 2018"	the Data Protection Act 2018;
Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
Effective Date"	the date on which the final Party has signed the Contract;
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;
Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
End Date"	the earlier of:

	<p>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form

Joint Schedule 1 (Definitions)

Crown Copyright 2023

	incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
Existing IPR"	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 Start Date or otherwise);
Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
Force Majeure Notice"	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 Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;

Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any

	<p>electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
HMRC"	His Majesty's Revenue and Customs;
ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
Indemnifier"	a Party from whom an indemnity is sought under this Contract;
Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;

Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint</p>

	<p>an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
Key Staff"	the individuals (if any) identified as such in the Order Form;
Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;

Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or 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 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 the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
Law"	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 relevant Party is bound to comply;
Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
MI Failure"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);

MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
Milestone"	an event or task described in the Implementation Plan;
Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Month"	a calendar month and "Monthly" shall be interpreted accordingly;
National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
Open Book Data "	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:

	<p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
Parliament"	takes its natural meaning as interpreted by Law;
Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
Personal Data"	has the meaning given to it in the UK GDPR;
Personal Data Breach"	any event that results, or may result, in unauthorised access to Personal Data held 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 as defined by UK GDPR;
Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
Print Services"	means the services that the Supplier is required to provide to Buyers under Contracts placed under this Framework Contract, details of such Print Services being set out in the Specification and Tender Response Document and any Order;
Processing"	has the meaning given to it in the UK GDPR;
Processor"	has the meaning given to it in the UK GDPR;
Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;

Progress Report frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
Prohibited Acts"	<p>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:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <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 each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) 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"	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 outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and

Joint Schedule 1 (Definitions)

Crown Copyright 2023

	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
Relevant Requirements"	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;
Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of

Joint Schedule 1 (Definitions)

Crown Copyright 2023

	the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Service Levels"	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
Service Period"	has the meaning given to it in the Order Form;
Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
Service Transfer Date"	the date of a Service Transfer;

Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
Storage Media"	the part of any device that is capable of storing and retrieving data;

Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; and
Supplier"	the person, firm or company identified in the Framework Award Form;
Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
Supplier Equipment"	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 Call-Off Contract;

Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
Test Plan"	a plan: a) for the Testing of the Deliverables; and

	b) setting out other agreed criteria related to the achievement of Milestones;
Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
Variation"	any change to a Contract;
Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and

Joint Schedule 1 (Definitions)

Crown Copyright 2023

	from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.
--	--

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">[CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)
Crown Copyright 2018

Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2023

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

- 1.** The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).
 - 1.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	19/02/2025	All pricing included in Call off Schedule 5 (Pricing)	7 years from the expiry of the contract
	19/02/2025	The supplier roster including but not limited to the detail of who we subcontract CCS work to and on what contractual terms which is retained IP to the Supplier	7 years from the expiry of the contract
	19/02/2025	Information relating to the Supplier's technology platforms, including, but not limited to: operating platforms, functionality, security.	7 years from the expiry of the contract
	19/02/2025	Information relating to The Supplier's ways of working methodologies including, but not limited to; process maps, technology applications and their usage, team structures, supplier contractual terms with our supply chain	7 years from the expiry of the contract
	19/02/2025	Information relating to the Supplier's employees (and extended to the Supplier's supply chain on personal data	7 years from the expiry of the contract
	19/02/2025	The Supplier and their associated supply chain, all commercial information and vendor agreements, both active and archived versions.	7 years from the expiry of the contract

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- 3.1.4 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.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 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 a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors 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 Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are 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;
- 4.1.3 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;

- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;

by individuals and by the Supplier Staff as a whole;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Supplier Staff 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.

2. Sustainability

- 2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

Crown Copyright 2023

- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Credit Rating Threshold”	the minimum credit rating level for each entity in the FDE Group as set out in Annex 1 to this Schedule;
“FDE Group”	means the Supplier, Key Sub-contractors;
“Financial Distress Event”	Any of the events listed in Paragraph 3.1 of this Schedule;
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs;
“Financial Indicators”	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at paragraph 5.1 of this Schedule and in respect of each Monitored

Supplier, means those Applicable Financial Indicators;

“Financial Target Thresholds” means the target thresholds for each of the Financial Indicators set out at paragraph 5.1 of this Schedule;

“Monitored Suppliers” means those entities specified at paragraph 5.2 of this Schedule;

“Rating Agencies” The rating agencies listed in Annex 1 of this Schedule;

“Strategic Supplier” means those suppliers to government listed at <https://www.gov.uk/government/publications/strategic-suppliers>.

1.2 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.

1.3 The terms of this Schedule shall survive:

1.3.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

1.3.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

2. Warranties and duty to notify

2.1 The Supplier warrants and represents to the Relevant Authority for the benefit of the Relevant Authority that as at the Effective Date:

2.1.1 the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 2 to this Schedule; and

2.1.2 the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor and Key Sub-contractors satisfies the Financial Target Thresholds.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group (and in any event within 5 Working Days of the occurrence of the downgrade).

2.3 The Supplier shall:

2.3.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies;

- 2.3.2 monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Paragraph 5.1 (where specified) and in any event, on a regular basis and no less than once a year within ninety (90) days after the Accounting Reference Date; and
 - 2.3.3 promptly notify (or shall procure that its auditors promptly notify) the Relevant Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).
- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1, and for the purposes of determining relief under Paragraph 7.1, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated that entity at or below the applicable Credit Rating Threshold.
- 2.5 Each report submitted by the Supplier pursuant to paragraph 2.3.2 shall:
- 2.5.1 be a single report with separate sections for each of the FDE Group entities;
 - 2.5.2 contain a sufficient level of information to enable the Relevant Authority to verify the calculations that have been made in respect of the Financial Indicators;
 - 2.5.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - 2.5.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 2.5.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Relevant Authority to easily analyse and assess the trends in financial performance.

3. Financial Distress events

3.1 The following shall be Financial Distress Events:

- 3.1.1 the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- 3.1.2 an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each

case about a material deterioration in its financial position or prospects;

- 3.1.3 there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- 3.1.4 an FDE Group entity committing a material breach of covenant to its lenders;
- 3.1.5 a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- 3.1.6 any of the following:
 - (a) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;
 - (b) non-payment by an FDE Group entity of any financial indebtedness;
 - (c) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
 - (d) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
 - (e) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;

in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with the Contract; and

- 3.1.7 any [one] of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold.

4. Consequences of Financial Distress Events

4.1 Immediately upon notification by the Supplier of a Financial Distress Event (or if the Relevant Authority becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Relevant Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1.5, the Relevant Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:

- 4.2.1 rectify such late or non-payment; or

- 4.2.2 demonstrate to the Relevant Authority's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Monitored Supplier, the Guarantor and/or any relevant Key Sub-contractor shall):
- 4.3.1 at the request of the Relevant Authority, meet the Relevant Authority as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Services in accordance with the Contract; and
- 4.3.2 where the Relevant Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with the Contract:
- (a) submit to the Relevant Authority for its approval, a draft Financial Distress Remediation Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as the Relevant Authority may permit and notify to the Supplier in writing); and
- (b) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, any Monitored Supplier, Key Sub-contractors and/or the Guarantor as the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event.
- 4.4 The Relevant Authority shall not withhold its approval of a draft Financial Distress Remediation Plan unreasonably. If the Relevant Authority does not approve the draft Financial Distress Remediation Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Remediation Plan, which shall be resubmitted to the Relevant Authority within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Remediation Plan is approved by the Relevant Authority or referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms under Paragraph 4.5.
- 4.5 If the Relevant Authority considers that the draft Financial Distress Remediation Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress

Remediation Plan or escalate any issues with the draft Financial Distress Remediation Plan using the Dispute Resolution Procedure in Clause 34 of the Core Terms.

4.6 Following approval of the Financial Distress Remediation Plan by the Relevant Authority, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than fortnightly):

- (a) review and make any updates to the Financial Distress Remediation Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by the Relevant Authority, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
- (b) provide a written report to the Relevant Authority setting out its progress against the Financial Distress Remediation Plan, the reasons for any changes made to the Financial Distress Remediation Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

4.6.2 where updates are made to the Financial Distress Remediation Plan in accordance with Paragraph 4.6.1, submit an updated Financial Distress Remediation Plan to the Relevant Authority for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Remediation Plan; and

4.6.3 comply with the Financial Distress Remediation Plan (including any updated Financial Distress Remediation Plan) and ensure that it achieves the financial and performance requirements set out in the Financial Distress Remediation Plan.

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Relevant Authority and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.

4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at paragraph 4.3.2(b) is available when required and on request from the Relevant Authority and within reasonable timescales. Such measures may include:

4.8.1 obtaining in advance written authority from Key Sub-contractors, the Guarantor and/or Monitored Suppliers authorising the disclosure of the information to the Buyer and/or entering into confidentiality agreements which permit disclosure;

4.8.2 agreeing in advance with the Relevant Authority, Key Sub-contractors, the Guarantor and/or Monitored Suppliers a form of confidentiality agreement to be entered by the relevant

parties to enable the disclosure of the information to the Relevant Authority;

- 4.8.3 putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the Relevant Authority (which may include making price sensitive information available to the Relevant Authority's nominated personnel through confidential arrangements, subject to their consent); and
- 4.8.4 disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5. Financial Indicators

5.1 Subject to the calculation methodology set out at Annex 3 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency [if different from the default position set out in Paragraph 2.3.2)]
1 [Operating Margin]—Not used	$\frac{\text{Operating Margin}}{\text{Operating Profit} / \text{Revenue}}$	$\geq [3\%]$	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date
2 [Net Debt to EBITDA Ratio]—not used	$\frac{\text{Net Debt to EBITDA ratio}}{\text{Net Debt} / \text{EBITDA}}$	$< [3.5] \text{ times}$	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon Net Debt at the relevant accounting reference date
3 [Net Debt + Net Pension Deficit to EBITDA ratio]—not used	$\frac{\text{Net Debt + Net Pension Deficit to EBITDA Ratio}}{= (\text{Net Debt} + \text{Net Pension Deficit}) / \text{EBITDA}}$	$< [5] \text{ times}$	Tested and reported yearly in arrears within 90 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the

			<i>relevant accounting reference date</i>
4 [Net Interest Paid Cover] — not used	<i>{Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid}</i>	<i>{> [3]} times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date</i>
5 [Acid Ratio] — not used	<i>{Acid Ratio = (Current Assets — Inventories) / Current Liabilities}</i>	<i>{> [1]} times</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
6 [Net Asset value] — not used	<i>{Net Asset Value — Net Assets}</i>	<i>{> £0}</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>
7 [Group Exposure Ratio] — not used	<i>{Group Exposure / Gross Assets}</i>	<i>{< [50]}%</i>	<i>Tested and reported yearly in arrears within 90 days of each accounting reference date based upon figures at the relevant accounting reference date</i>

Key: 1 — see Annex 3 to this Schedule which sets out the calculation methodology to be used in the calculation of each financial indicator.

5.2 Monitored Suppliers – Not Used

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
[Entity 1 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	[1 — Operating Margin] [2 — etc..]

	[3][4][5][6][7][8][etc..]
[Entity 2 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	[1—Operating Margin] [2—etc.] [3][4][5][6][7][8][etc..]
[etc.]	[etc.]

6. Termination rights

6.1 The Relevant Authority shall be entitled to terminate the Contract if:

- 6.1.1 the Supplier fails to notify the Relevant Authority of a Financial Distress Event in accordance with Paragraph 2.3.3;
- 6.1.2 the Parties fail to agree a Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 6.1.3 the Supplier fails to comply with the terms of the Financial Distress Remediation Plan (or any updated Financial Distress Remediation Plan) in accordance with Paragraph 4.6.3,

which shall be deemed to be an event to which Clause 10.4.1 of the Core Terms applies and Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply accordingly.

7. Primacy of Credit Ratings

7.1 Without prejudice to the Supplier's obligations and the Relevant Authority's rights and remedies under Paragraph 2, if, following the occurrence of a Financial Distress Event pursuant to any of Paragraphs 3.1.2 to 3.1.7, the Rating Agencies review and report subsequently that the credit ratings for the FDE Group entities do not drop below the relevant Credit Rating Thresholds specified for those entities in Annex 2 to this Schedule, then:

- 7.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 7.1.2 the Relevant Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

8. Board confirmation – Not used

~~8.1 If the Contract has been specified as a Critical Service Contract under Paragraph 1.1 of Call-Off Schedule 24 (Corporate Resolution Planning) (if applicable) then, subject to Paragraph 8.4 of this Schedule, the Supplier shall within ninety (90) days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Relevant Authority in the form set out at Annex 4 to this Schedule, confirming that~~

~~to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:~~

~~8.1.1 that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or~~

~~8.1.2 of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.~~

~~8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to understand and confirm the position.~~

~~8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.~~

~~8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.~~

Annex 1: Rating Agencies and their standard Rating System

Dunn & Bradstreet

For the purposes of this schedule the Supplier shall maintain a D&B Risk Indicator score at a minimum of 2.

Dun & Bradstreet have a number of scores, the Buyer will use the Risk Indicator score, this score ranges from 1-4.

Risk Indicator	Failure Score	Probability of Failure
1	83-100	Minimum Risk
2	49-82	Lower than Average Risk
3	10-48	Higher than Average Risk
4	0-9	High Risk
Undetermined		Undetermined

Annex 2: Credit Ratings and Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	See lot specific thresholds below
Guarantor	40
Key Subcontractor	40

Part 2: Credit Rating Threshold

Lot No. & Description	Credit rating threshold
Lot 1 Print and Digital Communications - Direct Award	60
Lot 2 Print and Digital Communications - Further Competition	40

Annex 3: Calculation methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
1 Operating Margin	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2 Free Cash Flow to Net Debt Ratio	<p>"Free Cash Flow" = Net Cash Flow from Operating Activities – Capital Expenditure</p> <p>"Capital Expenditure" = Purchase of property, plant & equipment + purchase of intangible assets</p> <p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face</p>

<p>OR</p> <p>Net Debt to EBITDA Ratio</p>	<p>of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p><u><i>Net Cash Flow from Operating Activities</i></u>: This should be stated after deduction of interest and tax paid.</p> <p><u><i>Capital expenditure</i></u>: The elements of capital expenditure may be described slightly differently but will be found under ‘Cash flows from investing activities’ in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p><u><i>Net Debt</i></u>: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>OR</p> <p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u><i>Net Debt</i></u>: The elements of Net Debt may be described slightly differently and should be found either on the face</p>
--	--

	<p>of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p>3</p> <p>Net Debt + Net Pension Deficit to EBITDA ratio</p>	<p><i>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than</p>

	<p>retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><u>Net Pension Deficit:</u> Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA:</u> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>
<p>4</p> <p>Net Interest Paid Cover</p>	<p><i>"Earnings Before Interest and Tax" = Operating profit</i></p> <p><i>"Net Interest Paid" = Interest paid – Interest received</i></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p>

	Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.
5 Acid Ratio	All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.
6 Net Asset value	Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).
7 Group Exposure Ratio	<p><i>"Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></p> <p><i>"Gross Assets" = Fixed Assets + Current Assets</i></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p>

Joint Schedule 7 (Financial Difficulties)

Crown Copyright 2023

	<u>Gross Assets</u> : Both Fixed assets and Current assets are shown on the face of the Balance Sheet
--	---

ANNEX 4: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at paragraph 8 of Joint Schedule 7 (*Financial Distress*) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting;
or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

On behalf of the Board of Directors:

Chair

Signed

Date

Director

Signed

Date

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("**Minimum Standards of Reliability**") at the time of the proposed award of that Call-Off Contract.

1.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:

1.2.1 upon the request of any Buyer; or

1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.

1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance]: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add] date (minimum 10 days from request)]	
Signed by [CCS/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add] cause]	
Anticipated impact assessment:	[add] impact]	
Actual effect of Default:	[add] effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2023

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

[Buyer Guidance: Buyers should consider including Call Off Schedule 9 (Security) to ensure their Call-Off Contract contains adequate security measures in order to protect Personal Data in compliance with Annex B of the GDPR PPN 03/22]

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“EU GDPR”	the General Data Protection Regulation ((EU) 2016/679);
“Joint Control”	where two or more Controllers jointly determine the purposes and means of Processing;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller or further provided in writing by the Controller and may not be determined by the Processor.

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against Personal Data Breach, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development;
 - (iv) cost of implementing any measures;
 and which shall be maintained in accordance with Data Protection Legislation and Good Industry Practice;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*)) and the Controller's further written instructions;
 - (ii) it uses all reasonable endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

Framework Ref: RM6297 Print and Digital Communications

Project Version: v1.0

Model Version: v4.7

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller which could include relevant parties entering into the International Data Transfer Agreement (the "**IDTA**"), or International Data Transfer Agreement Addendum to the European Commission's SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018, as well as any additional measures determined by the Controller;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;
- (e) where the Personal Data is subject to EU GDPR, not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the transfer is in accordance with Article 45 of the EU GDPR; or
 - (ii) the Processor has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the Controller which could include relevant parties

Framework Ref: RM6297 Print and Digital Communications

Project Version: v1.0

Model Version: v4.7

-3-

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures determined by the Controller;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations);
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; and
- (f) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including but not limited to promptly providing:

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable

Framework Ref: RM6297 Print and Digital Communications

Project Version: v1.0

Model Version: v4.7

-5-

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office, any relevant Central Government Body and/or any other regulatory authority. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any non-mandatory guidance issued by the Information Commissioner's Office, relevant Central Government Body and/or any other regulatory authority.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)
Crown Copyright 2023

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p>The Relevant Authority (RA) is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Business contact details of any directors, officers, employees, agents, consultants and contractors of the RA (excluding the Supplier Personnel) engaged in the performance of the RA's' duties under the Contract for which the RA is the Controller (excluding the Supplier Personnel) engaged in the performance of the RA's duties under the Contract for which the RA is the Controller <p>The Parties are Independent Controllers of Personal Data <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Personal data of Supplier Personnel,</i>
Duration of the Processing	The Contract Period and thereafter, until expiry or termination of the Call-Off Contract on 27 th December 2029 including the period until all transactions relating to Call-Off Contracts have permanently ceased.
Nature and purposes of the Processing	<p>To facilitate the procurement of Goods and Services from the Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day-to-day management of their individual Call-Off Contracts.</p> <p>Day to day management and performance of obligations under the Contract, including exit management and other associated activities.</p>

Joint Schedule 11 (Processing Data)

Crown Copyright 2023

Type of Personal Data	<p>Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract:</p> <ul style="list-style-type: none"> • Full name • Job title • Organisation name • Business/workplace email address • Business/workplace telephone/mobile number(s) • Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit the RA's premises) <ul style="list-style-type: none"> • CCTV footage of supplier personnel • Details of vehicles used by supplier personnel
Categories of Data Subject	<p>RA personnel Supplier personnel</p>
International transfers and legal gateway	<p>No personal data will be transferred or stored by either party outside of the UK/EEA.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice.</p> <p>In accordance with the Core Terms, all data pertaining to the RA and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.</p> <p>In accordance with the Core Terms, all Storage Media that has held data belonging to the RA must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice.</p>

Joint Schedule 11 (Processing Data)
Crown Copyright 2023

Annex 2 - Joint Controller Agreement – Not Used

Joint Schedule 12 (Supply Chain Visibility)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

Joint Schedule 12 (Supply Chain Visibility)

Crown Copyright 2023

- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the

Core Terms

Goods.

- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid,

Core Terms

undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
- (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
- (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority

Cause; and

(c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR,
- including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) 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 each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.

- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 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.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- (a) must give reasonable grounds for its decision; and
 - (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

- 10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
- (a) there is a Supplier Insolvency Event;
 - (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
 - (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
 - (d) there is any material Default of the Contract;
 - (e) there is any material Default of any Joint Controller Agreement relating to any Contract;

Core Terms

- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off 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.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority

Core Terms

terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

- 10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
- 10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
- (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and

(b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a 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 that Contract as much as required and rendered ineffective as far as

possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

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

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

24. Changing the contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their

mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) 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;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, 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.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

- 28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must take all necessary steps, and inform CCS or 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.

29. Health and safety

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- (a) all applicable Law regarding health and safety; and
 - (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

- 30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
- 30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may

reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) 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 during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

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

32.3 CCS and each Buyer can terminate its 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.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or

(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (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 using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.