

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

## Order Form

CALL-OFF REFERENCE:	Con_24396
THE BUYER:	Secretary of State for Justice on behalf of the Crown
BUYER ADDRESS	Ministry of Justice 102 Petty France London SW1H 9AJ
THE SUPPLIER:	Cushman & Wakefield Debenham Tie Leung Limited
SUPPLIER ADDRESS:	125 Old Broad Street, London, United Kingdom, EC2N 1AR
REGISTRATION NUMBER:	02757768
DUNS NUMBER:	230387474
SID4GOV ID:	Not applicable

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18<sup>th</sup> December 2024.

It's issued under Lot 1: Total Estate Management of the Framework Contract with reference number RM6168 for the provision of Estate Management services.

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, the schedules are not being used. If the contents of any of the document's conflict with the contents of any other document, 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) **RM6168**

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3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6168**

- 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)
- 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 Con\_24396**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call Off tender)
- 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)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Key Performance Indicators)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms 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: Definitions**

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 Project Version: v1.0

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1.1 The following definitions are added to those in Joint Schedule 1:

<b>Term</b>	<b>Meaning</b>
“Core Services”	The Services set out in Part 4 of Call-Off Contract Schedule 20 (Call-Off Specification), which are fixed services with foreseeable demand driven by the size and nature of the estate and which are to be consistently delivered by the Supplier throughout the Call-Off Contract Period;
“Non-Core Services”	The Services set out in Part 5 of Call-Off Contract Schedule 20 (Call-Off Specification) which may be required by the Buyer from time to time during the Call-Off Contract Period;
“London Living Wage”	Means the hourly wage calculated annually by the Resolution Foundation and overseen and published by the Living Wage Commission here  <a href="#">For the real cost of living   Living Wage Foundation</a>  to be paid to workers in London;
“UK Living Wage”	Means the hourly wage calculated annually by the Resolution Foundation and overseen and published by the Living Wage Commission here  <a href="#">For the real cost of living   Living Wage Foundation</a>  to be paid to workers in the UK outside London

**Special Term 2: Law and Jurisdiction**

- 2.1 The Supplier shall at all times comply with the respective laws and regulations of the jurisdiction in which any part of the Services are delivered. A breach of this Special Term 2 is a Default.
- 2.2 If any part of the Call-Off Contract is prohibited, unlawful, void, or unenforceable in a jurisdiction where the Services are delivered, then that part of the Call-Off Contract is read as if it was removed from the Call-Off Contract for that jurisdiction as much as is required and rendered ineffective as far as possible without affecting the rest of the Call-Off Contract.

**Special Term 3: Living Wage**

- 3.1 Without prejudice to any other provision of the Framework Contract, the Supplier shall:

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- 3.1.1 ensure that none of its employees engaged in the provision of the Services within the Greater London area, or on the Buyer's estate within the Greater London area, is paid an hourly wage (or equivalent of an hourly wage) less than the prevailing London Living Wage at any given time. For the purpose of this Special Term, any allowance paid to the relevant employee for living costs and expenses (including accommodation provided by the Supplier) while the relevant employee is working within the Greater London area is taken into account in determining whether employees have been paid the London Living Wage;
- 3.1.2 ensure that none of its employees engaged in the provision of the Services within the UK, but outside the Greater London area, or on the Buyer's estate within the UK, but outside the Greater London area, is paid an hourly wage (or equivalent of an hourly wage) less than the prevailing Living Wage at any given time. For the purpose of this Special Term any allowance paid to the relevant employee for living costs and expenses (including accommodation provided by the Supplier) while the relevant employee is working within the UK, but outside the Greater London area, is taken into account in determining whether employees have been paid the Living Wage;
- 3.1.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment; and
- 3.1.4 disseminate on behalf of the Buyer to its employees engaged in the provision of the Services such perception questionnaires as the Buyer may reasonably require from time to time and promptly collate and return to the Buyer responses to such questionnaires.
- 3.2 The Buyer may audit (acting by itself or its nominee) the payment of the London Living Wage and the UK Living Wage to the Supplier Staff and the staff of its Subcontractors.
- 3.3 Any breach by the Supplier of the provisions of this Special Term 3 shall be treated as a material breach capable of remedy.

**Special Term 4: Service Requirements**

- 4.1 Subject to Special term 4.2, the Supplier shall deliver the Core Services during the Call-Off Contract Period.
- 4.2 If there is a Conflict of Interest, the Buyer may choose to instruct a supplier other than the Supplier to perform that part of the Core Services which is affected or may be affected, in the reasonable opinion of the Buyer, by the Conflict of Interest.
- 4.3 The Supplier shall deliver the Non-Core Services as and when required by the Buyer from time to time.
- 4.4 The Supplier hereby acknowledges and agrees that the Buyer does not guarantee any specific volume or value of Non-Core Services and may instruct other suppliers to provide services similar to the Non-Core Services at its discretion at any time.

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**Special Term 5: Physical Security**

- 5.1 The Buyer may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Buyer Premises any member of the Supplier Staff, or any person employed or engaged by any member of the Supplier Staff whose admission or continued presence would, in the Buyer's reasonable opinion, be undesirable.
- 5.2 Where the Buyer Premises are prisons:
- 5.2.1 the Buyer shall maintain the security of the Buyer Premises in accordance with its standard security requirements, including Prison Rules 1999 Part III, the Prison (Amendment) Rules 2005, the Young Offender Institution Rules 2000 Part III and the Young Offender Institution (Amendment) Rules 2008, available to the Supplier on request;
- 5.2.2 the Buyer may search any persons or vehicles engaged or used by the Supplier at the prison;
- 5.2.3 the Supplier shall:
- i. comply with all security requirements of the Buyer while at the prison and ensure that all Supplier Staff comply with such requirements;
  - ii. ensure that all Supplier Staff who have access to the prison have been cleared in accordance with the Government's Baseline Personnel Security System;
  - iii. co-operate with any investigation relating to security carried out by the Buyer or on behalf of the Buyer and, at the Buyer's request;
  - iv. use reasonable endeavours to make available any Supplier Staff requested by the Buyer to attend an interview for the purpose of an investigation;
  - v. provide documents, records or other material in whatever form which the Buyer may reasonably request or which may be requested on the Buyer's behalf, for the purposes of an investigation;
  - vi. comply with PSI 10/2012 (available here: [Controlling banned \(prohibited\) items: PSI 10/2012 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/214441/PSI_10_2012.pdf)); and
  - vii. at the Buyer's written request, and at the Supplier's cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the prison, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Buyer may reasonably request.
- 5.2.4 If Supplier Staff are required to have a pass for admission to a prison, the Buyer shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued. Any member of Supplier Staff who cannot produce a proper pass when required to do so by any member of the Buyer's personnel, or who contravenes any conditions on the basis of which a pass was issued,

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may be refused admission to a prison or be required to leave a prison if already there.

- 5.2.5 Supplier Staff shall promptly return any pass if at any time the Buyer so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Services. The Supplier shall promptly return all passes on expiry or termination of the Call-Off Contract.
- 5.2.6 Supplier Staff attending a prison may be subject to search at any time. Strip searches shall be carried out only on the Buyer's express authority under the same rules and conditions applying to the Buyer's personnel pursuant to Rule 71 of Part IV of the Prison Rules 1999 as amended by the Prison (Amendment) Rules 2005 and Rule 75 of Part IV of the Young Offender Institution Rules 2000 as amended by the Young Offender Institution (Amendment) Rules 2005.
- 5.2.7 Searches shall be conducted only on the Buyer's express authority under the same rules and conditions applying to the Buyer's personnel and/or visitors pursuant to Section 8 of the Prison Act 1952, Rule 64 of the Prison Rules 1999 and the Searching Policy Framework.
- 5.2.8 Whilst at a prison, Supplier Staff shall comply with all security measures implemented by the Buyer in respect of persons attending prison. The Buyer shall provide copies of its written security procedures to Supplier Staff on request.
- 5.2.9 The Supplier and all Supplier Staff are prohibited from taking any photographs at prisons unless they have the Buyer's prior written approval and the Buyer's representative is present so as to have full control over the subject matter of each photograph to be taken. No such photograph shall be published or otherwise circulated without the Buyer's prior written approval.
- 5.2.10 The Buyer may search vehicles used by the Supplier or Supplier Staff at a prison.
- 5.2.11 The Supplier and Supplier Staff shall co-operate with any investigation relating to security which is carried out by the Buyer or by any person who is responsible for security matters on the Buyer's behalf, and when required by the Buyer shall:
- 5.2.11.1 take all reasonable measures to make available for interview by the Buyer any members of Supplier Staff identified by the Buyer, or by a person who is responsible for security matters, for the purposes of the investigation. Supplier Staff may be accompanied by and be advised or represented by another person whose attendance at the interview is acceptable to the Buyer; and
- 5.2.11.2 subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind and in whatever form which may be reasonably required by the Buyer, or by a person who is responsible for security matters on the Buyer's behalf, for the purposes of investigation as

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long as the provision of that material does not prevent the Supplier from performing the Services. The Buyer may retain any such material for use in connection with the investigation and, as far as possible, may provide the Supplier with a copy of any material retained.

5.2.12 In providing the Services the Supplier shall comply with PSI 10/2012 and other applicable provisions relating to security as published by the Buyer from time to time.

5.2.13 Nothing in the Call-Off Contract is deemed to provide any “authorisation” to the Supplier in respect of any provision of the Prison Act 1952, Offender Management Act 2007, Crime and Security Act 2010, Serious Crime Act 2015 or other relevant legislation.

MOBILISATION/IMPLEMENTATION START DATE:	01 October 2024
CALL-OFF START DATE (SERVICE COMMENCEMENT):	01 March 2025
CALL-OFF EXPIRY DATE:	28 February 2029
CALL-OFF INITIAL PERIOD:	Four Years (01 March 2025 – 28 February 2029)
CALL-OFF OPTIONAL EXTENSION PERIOD:	Up to two years (01 March 2029 – 28 February 2031)
MAXIMUM CALL-OFF CONTRACT PERIOD:	Six Years (1 March 2025 – 28 February 2031)

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

**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 **[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]**.

**CALL-OFF CHARGES**

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier in accordance with Call Off Schedule 5 (Pricing Details).

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**REIMBURSABLE EXPENSES**

None

**INVOICING AND PAYMENT METHOD**

The Supplier shall submit invoices to the Buyer using the Buyer's payment system, Basware, and, unless approved otherwise by the Buyer, the Supplier shall, when invited, register on Basware.

If the Supplier registers on Basware, a valid invoice is an invoice issued through Basware, unless the invoice contains:

- (a) additional lines not included in the Buyer's relevant Purchase Order;
- (b) line descriptions which have been materially altered so that they no longer match the equivalent description in the relevant Purchase Order;
- (c) Charges and/or volumes which have been increased without the Buyer's prior written approval; or
- (d) any RM6168 Framework Management Charge.

If, with the Buyer's prior written approval, the Supplier does not register on Basware, a valid invoice is an invoice which contains:

- (a) the word "invoice";
- (b) a unique identification number (invoice number);
- (c) the Supplier's name, address and contact information;
- (d) the name and address of the department/agency in the Buyer with which the Supplier is working;
- (e) a clear description of the services being invoiced for;
- (f) the date the services were provided;
- (g) the date of the invoice;
- (h) the amount being charged;
- (i) VAT amount if applicable;
- (j) the total amount owed; and
- (k) the Purchase Order number.

Other than invoices submitted through Basware, all invoices submitted to the Buyer must meet the following criteria:

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- (a) email size must not exceed 4mb;
- (b) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files;
- (c) any supporting information, backing data etc. must be contained within the invoice PDF file;
- (d) must not include any RM6168 Framework Management Charge;
- (e) not contain any lines for items which are not on the Purchase Order;
- (f) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity; and
- (g) if required by the Buyer, be submitted in a structured electronic invoice in an Electronic Data Interchange or XML formats.

Other than invoices submitted through Basware, all invoices submitted to the Buyer must, if requested by the Buyer, include:

- (h) timesheets for Supplier Staff engaged in providing the Services signed and dated by the Buyer's representative on the premises on the day;
- (i) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (j) identification of which individuals are Supplier staff and which are Subcontractors' staff;
- (k) the address at and the date on which work was undertaken;
- (l) the time spent working on the premises by the individuals concerned;
- (m) details of the type of work undertaken by the individuals concerned;
- (n) details of plant or materials operated and on standby;
- (o) separate identification of time spent travelling and/or meal or rest breaks; and
- (p) if appropriate, details of journeys made and distances travelled.

**BUYER'S INVOICE ADDRESS**

[APinvoices-CTS-U@gov.sscl.com](mailto:APinvoices-CTS-U@gov.sscl.com)

**BUYER'S AUTHORISED REPRESENTATIVE**

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**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

**BUYER'S ENVIRONMENTAL POLICY**

available online at:

<https://www.gov.uk/guidance/ministry-of-justice-climate-change-and-sustainability#:~:text=MOJ%20policy%20requires%20that%20we,construction%20throughout%20the%20project%20lifecycle.>

**BUYER'S SECURITY POLICY**

available online at:

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

**SUPPLIER'S CONTRACT MANAGER**

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

**PROGRESS REPORT FREQUENCY**

In accordance with Annex A (Annex A - Management Information Reporting Table) of Call-Off Schedule 20 (Call-Off Specification)

**PROGRESS MEETING FREQUENCY**

In accordance with Call-Off Schedule 15 (Call-Off Contract Management).

**KEY STAFF**

In accordance with Call-Off Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**

In accordance with Joint Schedule 6 (Key Subcontractors)

**COMMERCIALLY SENSITIVE INFORMATION**

In accordance with Joint Schedule 4 (Commercially Sensitive Information)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**SOCIAL VALUE COMMITMENT**

The Supplier shall, in providing the Deliverables and performing its obligations under

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the Call-Off Contract, comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 20 (Call-Off Specification)

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]	Signature:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]
Name:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]	Name:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]
Role:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]	Role:	[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]
Date:	16 <sup>th</sup> December 2024	Date:	18 <sup>th</sup> December 2024

## 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;

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1.3.13 any reference in a Contract which immediately before Exit Day is 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:

<b>""Achieve"</b>	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 " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>""Admin Fee"</b>	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: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliates"</b>	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;
<b>"Annex"</b>	extra information which supports a Schedule;
<b>"Approval"</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>"Audit"</b>	the Relevant Authority's right to: <ul style="list-style-type: none"> <li>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);</li> <li>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;</li> <li>c) verify the Open Book Data;</li> </ul>

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	<ul style="list-style-type: none"> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>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;</li> <li>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</li> <li>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Buyer's internal and external auditors;</li> <li>b) the Buyer's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>d) HM Treasury or the Cabinet Office;</li> <li>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</li> <li>f) successors or assigns of any of the above;</li> </ul>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	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;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;

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<b>"Buyer Assets"</b>	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;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	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);
<b>"Call-Off Contract"</b>	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;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	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);
<b>"CCS"</b>	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;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

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<b>"Central Government Body"</b>	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;
<b>"Change in Law"</b>	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;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	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;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	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;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	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 <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	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;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Period"</b>	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;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;

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<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> <li>e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) workplace accommodation;</li> <li>viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> </li> <li>f) 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;</li> <li>g) 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</li> <li>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> <li>i) Overhead;</li> <li>j) financing or similar costs;</li> <li>k) 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;</li> <li>l) taxation;</li> <li>m) fines and penalties;</li> <li>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> </ul> </li> </ul>

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	o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
<b>"Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form;
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Data Subject Access Request"</b>	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;
<b>"Deductions"</b>	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;
<b>"Default"</b>	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;
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>"Delay Payments"</b>	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;
<b>"Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>"Delivery"</b>	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 the 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. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

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<b>"Dispute"</b>	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;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	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: <ul style="list-style-type: none"> <li>a) 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</li> <li>b) is required by the Supplier in order to provide the Deliverables; and/or</li> <li>c) has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>"DOTAS"</b>	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;
<b>"DPA 2018"</b>	the Data Protection Act 2018;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Electronic Invoice"</b>	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;
<b>"Employment Regulations"</b>	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;
<b>"End Date"</b>	the earlier of: <ul style="list-style-type: none"> <li>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</li> </ul>

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	b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
<b>"Environmental Policy"</b>	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;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Estimated Year 1 Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or 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;
<b>"Exempt Buyer"</b>	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
<b>"Exempt Call-off Contract"</b>	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 incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>"Exempt Procurement Amendments"</b>	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;

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<b>"Existing IPR"</b>	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);
<b>"Exit Day"</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including: <ul style="list-style-type: none"> <li>a) riots, civil commotion, war or armed conflict;</li> <li>b) acts of terrorism;</li> <li>c) acts of a Central Government Body, local government or regulatory bodies;</li> <li>d) fire, flood, storm or earthquake or other natural disaster,</li> </ul> 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;
<b>"Force Majeure Notice"</b>	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;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	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 OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;

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<b>"Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Anti-Abuse Rule"</b>	e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Goods"</b>	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 ;
<b>"Good Industry Practice"</b>	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;
<b>"Government"</b>	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;

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<b>"Government Data"</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<b>"Guarantor"</b>	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;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Policy"</b>	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;
<b>"Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> <li>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;</li> <li>b) details of the cost of implementing the proposed Variation;</li> <li>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;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	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;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;

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<b>"Independent Control"</b>	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 <b>"Independent Controller"</b> shall be construed accordingly;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	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;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<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>

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	<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 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>
<b>"Installation Works"</b>	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;
<b>"Intellectual Property Rights" or "IPR"</b>	<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>
<b>"Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	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

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	access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controller Agreement"</b>	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> );
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>"Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	any Subcontractor: <ul style="list-style-type: none"> <li>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>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</li> <li>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,</li> </ul> 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;
<b>"Know-How"</b>	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;
<b>"Law"</b>	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;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort

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	(including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	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;
<b>"Milestone"</b>	an event or task described in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	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);
<b>"New IPR"</b>	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 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; but shall not include the Supplier's Existing IPR;

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<p><b>"Occasion of Tax Non-Compliance"</b></p>	<p>where:</p> <ul style="list-style-type: none"> <li>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>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;</li> <li>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</li> </ul> </li> <li>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;</li> </ul>
<p><b>"Open Book Data "</b></p>	<p>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> <ul style="list-style-type: none"> <li>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;</li> <li>b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>iv) 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;</li> <li>v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>vi) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c) Overheads;</li> <li>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> </ul>

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	<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>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	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";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	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. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or

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	Subprocessor engaged in the performance of its obligations under a Contract;
<b>"Prescribed Person"</b>	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: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Processing"</b>	has the meaning given to it in the GDPR;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Processor Personnel"</b>	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;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<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> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <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> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p>

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	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;
<b>"Protective Measures"</b>	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.
<b>"RICS"</b>	Royal Institute of Chartered Surveyors
<b>"Recall"</b>	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;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	<ul style="list-style-type: none"> <li>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</li> <li>b) full details of the Default that has occurred, including a root cause analysis;</li> <li>c) the actual or anticipated effect of the Default; and</li> <li>d) 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);</li> </ul>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>"Reimbursable Expenses"</b>	<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> <ul style="list-style-type: none"> <li>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</li> </ul>

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	<p>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>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	<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>
<b>"Relevant Requirements"</b>	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;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	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;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	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);
<b>"Replacement Supplier"</b>	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;

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<b>"Request For Information"</b>	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;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	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;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	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;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	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);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	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;
<b>"Service Transfer"</b>	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;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>

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<b>"SME"</b>	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;
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	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;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	any: <ul style="list-style-type: none"> <li>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;</li> <li>b) standards detailed in the specification in Schedule 1 (Specification);</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d) relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>"Start Date"</b>	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;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	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: <ul style="list-style-type: none"> <li>a) provides the Deliverables (or any part of them);</li> </ul>

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	<p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<p>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;</p> <p>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;</p> <p>c) Information derived from any of (a) and (b) above;</p>
<b>"Supplier's Contract Manager"</b>	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;
<b>"Supplier Equipment"</b>	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;
<b>"Supplier Marketing Contact"</b>	shall be the person identified in the Framework Award Form;

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<b>"Supplier Non-Performance"</b>	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;
<b>"Supplier Profit"</b>	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;
<b>"Supplier Profit Margin"</b>	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;
<b>"Supplier Staff"</b>	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;
<b>"Supporting Documentation"</b>	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;
<b>"Termination Notice"</b>	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;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests "</b>	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 <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

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<b>"Transparency Information"</b>	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;
<b>"Transparency Reports"</b>	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);
<b>"Variation"</b>	any change to a Contract;
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>"Worker"</b>	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)  <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a>
<b>"Working Day"</b>	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;
<b>"Work Day"</b>	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>"Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and 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:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")	
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")	
Contract reference number:	<b>[insert]</b> contract reference number]	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: CCS/Buyer/Supplier]	
Variation number:	<b>[insert]</b> variation number]	
Date variation is raised:	<b>[insert]</b> date]	
Proposed variation		
Reason for the variation:	<b>[insert]</b> reason]	
An Impact Assessment shall be provided within:	<b>[insert]</b> number] days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert]</b> amount]
	Additional cost due to variation:	£ <b>[insert]</b> amount]
	New Contract value:	£ <b>[insert]</b> amount]

**Joint Schedule 2 (Variation Form)**  
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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.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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 A 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 A 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.

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### **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)**

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- 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.

**Joint Schedule 3 (Insurance Requirements)**

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## **Annex A: Required Insurances**

1. The Supplier shall hold the following 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 two million pounds £2,000,000
  - 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 two million pounds £2,000,000
  - 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.

## Joint Schedule 4 (Commercially Sensitive Information)

### 1. What is 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.
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA, EIR 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
1.	27/06/2024	2.1.1 Core Service Response	Indefinite
2.	27/06/2024	2.1.4 Core Service: Data Management Response	Indefinite
3.	27/06/2024	2.1.6 Non-Core Services Response	Indefinite
4.	27/06/2024	2.2.3 Resourcing and Knowledge Response	Indefinite
5.	27/06/2024	2.2.5 Collaboration Response	Indefinite
6.	27/06/2024	2.2.6 Continuous Improvement Response	Indefinite
7.	27/06/2024	2.2.7 Risk Management Response	Indefinite
8.	27/06/2024	2.3.2 Mobilisation, Transition and Transformation Response	Indefinite
9.	27/06/2024	2.4.1 Tackling Economic Inequality Response	Indefinite
10.	27/06/2024	3.1.3 Volume 4c - Lot 3 Pricing Matrix Response	Indefinite
11.	09/08/2024	Commercial Summary MOJ	Indefinite

## **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 listed in Annex A to this Schedule.
- 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 the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Annex A of this Schedule. 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 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 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.5 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by 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 the Buyer.

**Joint Schedule 3 (Insurance Requirements)**

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- 1.6 The Supplier shall ensure that each 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 the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
  - 1.6.3 a provision enabling 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 the Buyer or otherwise bring 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 the Buyer under Clauses 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the contract ends); 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 the Buyer.

**Joint Schedule 3 (Insurance Requirements)**  
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## Annex A: List of Key Subcontractors

1. In accordance with Paragraph 1.2, the Supplier may Sub-Contract its obligations under this Call-Off Contract to the Key Subcontractors listed in the table below.
2. The Parties will update this table to record any changes to Key Subcontractors appointed by the Supplier with the consent of the Buyer after the Call-Off Contract Start Date.

Key Subcontractor name	<b>[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]</b>
Registered office	
Company registration number	
Related scope/description of Services	
Key Sub-Contract price expressed as a percentage of total projected Charges over the Call-Off Contract Period	
Key role in delivery of the Services	

## **Joint Schedule 7 (Financial Difficulties)**

### **1. Definitions**

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

<b>"Credit Rating Threshold"</b>	1 the minimum credit rating level for the Monitored Company as set out in Annex 2 and
<b>"Financial Distress Event"</b>	2 the occurrence or one or more of the following events: <ol style="list-style-type: none"> <li>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;</li> <li>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</li> <li>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;</li> <li>d) Monitored Company committing a material breach of covenant to its lenders;</li> <li>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or</li> <li>f) any of the following:               <ol style="list-style-type: none"> <li>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</li> <li>ii) non-payment by the Monitored Company of any financial indebtedness;</li> <li>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</li> </ol> </li> </ol>

- iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

**"Financial Distress Service Continuity Plan"**

4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

**"Monitored Company"**

5 Supplier / the Framework Guarantor/ or any Key Subcontractor

**"Rating Agencies"**

6 the rating agencies listed in Annex 1.

## **2. When this Schedule applies**

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 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

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

## **3. What happens when your credit rating changes**

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or

**Joint Schedule 7 (Financial Difficulties)**

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such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

### 3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS 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.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

## 4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS or the Buyer become aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer and/or CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS and/or the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute

**Joint Schedule 7 (Financial Difficulties)**

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then neither CCS nor the Buyer shall exercise any of their rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to the reasonable satisfaction of CCS or the Buyer, as appropriate, that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

- 4.3.1 at the request of CCS or the Buyer meet them as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract; and
- 4.3.2 where CCS or the Buyer, as appropriate, 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 of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
  - (a) submit to CCS or the Buyer, as appropriate, for their Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
  - (b) provide such financial information relating to the Monitored Company as CCS or the Buyer may reasonably require.

4.4 If CCS or the Buyer, as appropriate, does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS or the Buyer, as appropriate, within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or the Buyer, as appropriate, or referred to the Dispute Resolution Procedure.

4.5 If CCS or the Buyer, as appropriate, considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

**Joint Schedule 7 (Financial Difficulties)**

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4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS or the Buyer, as appropriate, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS or the Buyer, as appropriate, for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and/or the Buyer, and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.

4.8 CCS and the Buyer may share any information it receives from the Supplier in accordance with this Paragraph with any buyer who has entered into a Call-Off Contract with the Supplier.

## **5. When CCS or the Buyer can terminate for financial distress**

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify them of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 CCS and/or the Buyer and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

## **6. What happens If your credit rating is still good**

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

**Joint Schedule 7 (Financial Difficulties)**

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

# **ANNEX 1: RATING AGENCIES**

Dun and Bradstreet

## **ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS**

### **Part 1: Current Rating**

<b>Entity</b>	<b>Credit rating (long term)</b>
Supplier	D&B Threshold= 40

## Joint Schedule 8 (Guarantee)

### 1. Definitions

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

<b>"Guarantee"</b>	a deed of guarantee from the Guarantor in favour of a Buyer in the form set out in Annex 1 to this Schedule;
<b>"Guarantor"</b>	the person that the Supplier relied upon to meet the economic and financial standing requirements of the selection stage of the procurement process for the Framework Contract; and
<b>"Letter of Intent to Guarantee"</b>	the letter from the Guarantor to CCS to confirm that the Guarantor will enter into each Guarantee in the form set out in Annex 2 to this Schedule.

### 2. Obligation to Provide Guarantee

2.1 Where CCS has notified the Supplier that the award of the Framework Contract is conditional upon the availability of a Guarantee for each Call-Off Contract:

2.1.1 as a condition for the award of the Framework Contract, the Supplier must have delivered to CCS within 30 days of a request by CCS:

2.1.1.1 an executed Letter of Intent to Guarantee from the Guarantor; and

2.1.1.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of this Schedule; and

2.1.2 on demand from a Buyer, the Supplier must procure a Guarantee in accordance with Paragraph 2.4 below.

2.2 If the Supplier fails to deliver any of the documents required by Paragraph 2.1.1 above within 30 days of request then:

2.2.1 CCS may terminate this Framework Contract; and

2.2.2 each Buyer may terminate any or all of its Call-Off Contracts,

in each case as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms.

2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this

**Joint Schedule 8 (Guarantee)**

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Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:

- 2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;
- 2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;
- 2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or
- 2.3.4 an Insolvency Event occurs in respect of the Guarantor,

and in each case the Letter of Intent to Guarantee is not replaced by an alternative commitment to make resources available acceptable to CCS.

- 2.4 Where a Buyer has notified the Supplier that the award of the Call-Off Contract by the Buyer shall be conditional upon receipt of a valid Guarantee, then, on or prior to the execution of the Call-Off Contract, as a condition precedent of that Call-Off Contract, the Supplier shall deliver to the Buyer by the date so specified by the Buyer:

- 2.4.1 an executed Guarantee; and
- 2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

- 2.5 Where a Buyer has procured a Guarantee under Paragraph 2.4 above, the Buyer may terminate the Call-Off Contract for as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:

- 2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;
- 2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;
- 2.5.3 an Insolvency Event occurs in respect of the Guarantor;
- 2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.5.5 the Supplier fails to provide any of the documentation required by Paragraph-2.4 by the date so specified by the Buyer,

and in each case the Guarantee is not replaced by an alternative guarantee agreement acceptable to the Buyer.

## **Annex 1 – Form of Guarantee**

**DEED OF GUARANTEE**  
**PROVIDED BY**  
**DTZ UK GUARANTOR LIMITED**  
**FOR THE BENEFIT OF**  
**SECRETARY OF STATE FOR JUSTICE ON BEHALF OF THE CROWN**

## DEED OF GUARANTEE

**THIS DEED OF GUARANTEE** is made the day of 13<sup>th</sup> December 2024.

**PROVIDED BY:** DTZ UK Guarantor Limited (company no. 09187412) whose registered office is at 125 Old Broad Street, London EC2N 1AR ("**Guarantor**")

### WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

### 1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

<b>"Beneficiary(s)"</b>	means Secretary of State for Justice on behalf of the Crown and "Beneficiaries" shall be construed accordingly;
<b>"Call-Off Contract"</b>	has the meaning given to it in the Framework Contract;
<b>"Framework Contract"</b>	means the framework contract RM6168 between the Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service and the Supplier;
<b>"Guaranteed Agreement"</b>	means each Call-Off Contract made between the Beneficiary and the Supplier on 18 <sup>th</sup> December 2024;
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under a Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to a Guaranteed Agreement; and
<b>"Supplier"</b>	Means Cushman & Wakefield Debenham Tie Leung Limited, 25 Old Broad Street, London, United Kingdom, EC2N 1AR, 02757768.

**Joint Schedule 8 (Guarantee)**

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- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to a Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

**2. GUARANTEE**

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.
- 2.3 If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor fully, punctually, and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of

**Joint Schedule 8 (Guarantee)**

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the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary.

- 2.4 The Beneficiary shall only be entitled to pursue any of its rights against the Guarantor under this Deed of Guarantee after it has first used its reasonable endeavours to enforce its available rights and remedies against the Supplier for 6 months after the date the Supplier first failed to perform any of the Guaranteed Obligations.
- 2.5 The Guarantor's liability under this Deed of Guarantee shall be no greater or longer than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal and in addition to any other right of defence or counterclaim available to it, be entitled to the same rights in defence and counterclaim in respect of any liability under this Deed of Guarantee as would be available to the Supplier under the Guaranteed Agreement and any such remedy sought by the Beneficiary shall be the Beneficiary's full and final remedy in respect of the relevant Guaranteed Obligations

**3. OBLIGATION TO ENTER INTO A NEW CONTRACT**

Not used

**4. DEMANDS AND NOTICES**

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:
- 125 Old Broad Street, London EC2N 1AR Address of the Guarantor in England and Wales
- For the Attention of the Legal Department details
- or such other address in England and Wales as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address for the receipt of such demands or notices.
- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
- 4.2.1 if delivered by hand, at the time of delivery; or
- 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

**5. BENEFICIARY'S PROTECTIONS**

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the

**Joint Schedule 8 (Guarantee)**

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Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
  - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
  - 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement;
  - 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
  - 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

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- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

**6. GUARANTOR INTENT**

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

**7. RIGHTS OF SUBROGATION**

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
    - 7.1.1 of subrogation and indemnity;
    - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
    - 7.1.3 to prove in the liquidation or insolvency of the Supplier,
- only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## **8. DEFERRAL OF RIGHTS**

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
- 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
  - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
  - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
  - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
  - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## **9. REPRESENTATIONS AND WARRANTIES**

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
- 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
  - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
  - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly authorised by all necessary corporate action and do not contravene or conflict with:
    - 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
    - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

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- 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 This Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

**10. PAYMENTS AND SET-OFF**

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate stated in the Guaranteed Agreement, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

**11. GUARANTOR'S ACKNOWLEDGEMENT**

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

**12. ASSIGNMENT**

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

**13. SEVERANCE**

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be

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severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

**14. THIRD PARTY RIGHTS**

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**15. SURVIVAL**

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

**16. GOVERNING LAW**

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

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

## Joint Schedule 11 (Processing Data)

### Definitions

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

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under 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.
- 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

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- (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*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, 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 (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken 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; and
    - (iv) cost of implementing any measures;
  - (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*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (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*);
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub processor;
      - (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 EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) 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 7 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 6 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 assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (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 it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

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- (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 consultation by the Controller with the Information Commissioner's Office.
- 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the 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 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 guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30)

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Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**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 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 8 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 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 GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
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 GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

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- 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 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;
  - (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*).

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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 15 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 16 to 27 of this Joint Schedule 11.

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## **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.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are:

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

To contact CCS, the relevant details are:

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b> The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b> Not Applicable</p> <p><b>The Parties are Joint Controllers</b> Not Applicable</p> <p><b>The Parties are Independent Controllers of Personal Data</b> The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>

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	<ul style="list-style-type: none"> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> <li>• Third Party contact details, such as Relevant Authority's legal adviser and Business Rate Authorities.</li> </ul>
Duration of the Processing	The term of the Call Off Contract
Nature and purposes of the Processing	Collection, recording, storage, adaptation, alteration and use for the purpose of providing Services to the Relevant Authority, including for the purpose of making and/or receiving rent, business rates, service charge, insurance, landlord utility recharges and dilapidations settlements for and on behalf of the Relevant Authority.
Type of Personal Data	Name Address Email address Telephone number Bank account information
Categories of Data Subject	Landlords Tenants
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	Following seven (7) years from the date of the Supplier's final invoice, Personal Data held in connection with the Services will be deleted and destroyed using appropriate technical and organisational means.

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**Annex 2 - Joint Controller Agreement – Not Applicable**

## **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):

<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities;
<b>"SME"</b>	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;
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of this Schedule 12; and
<b>"VCSE"</b>	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
- 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.

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- 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**



Worksheet in C  
Users philip.hayes Do

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

Crown Copyright 2020

**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 to comply 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)**

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance	Management Information on achievement of Service Levels in a form to be agreed by the Parties	To be agreed within twenty Working Days of the Call-Off Contract Start Date	Monthly
Call-Off Contract Charges	The sum of all Charges in the delivery of the Services	To be agreed within twenty Working Days of the Call-Off Contract Start Date	As requested by the Buyer
SME Spend	Supplier spend on SMEs and time taken to pay invoices	To be agreed within twenty Working Days of the Call-Off Contract Start Date	As requested by the Buyer
Key Subcontractors	List of all Key Subcontractors used in the delivery of the Services	In accordance with Joint Schedule 6 (Key Subcontractors)	In accordance with Joint Schedule 6 (Key Subcontractors)
Subcontractors	List of all Subcontractors used in the delivery of the Services	To be agreed within twenty Working Days of the Call-Off Contract Start Date	As requested by the Buyer

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2020

**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):

**"Employee Liability"**

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:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**"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);

**Call-Off Schedule 2 (Staff Transfer)**

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<b>"New Fair Deal"</b>	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"> <li>(i) any amendments to that document immediately prior to the Relevant Transfer Date; and</li> <li>(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;</li> </ul>
<b>"Old Fair Deal"</b>	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;
<b>"Partial Termination"</b>	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);
<b>"Relevant Transfer"</b>	a transfer of employment to which the Employment Regulations applies;
<b>"Relevant Transfer Date"</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
<b>"Service Transfer"</b>	as defined in Joint Schedule 1 (Definitions);
<b>"Service Transfer Date"</b>	as defined in Joint Schedule 1 (Definitions);

**Call-Off Schedule 2 (Staff Transfer)**

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**"Staffing  
Information"**

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:

- (a) their dates of birth, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the

**Call-Off Schedule 2 (Staff Transfer)**

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Employment Regulations and such other information as the Buyer may reasonably require;

<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
<b>"Supplier's Provisional Supplier Personnel List"</b>	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;
<b>"Term"</b>	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;
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and
<b>"Transferring Supplier Employees"</b>	as defined in Joint Schedule 1 (Definitions).

**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 Paragraph 3.1 of Part B, 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.
- 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

**Call-Off Schedule 2 (Staff Transfer)**

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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 B (Staff Transfer at the Start Date – Transfer from a Former Supplier)
- Part E (Staff Transfer on Exit)

**Call-Off Schedule 2 (Staff Transfer)**

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## **Part A: Staff Transfer at the Start Date Outsourcing from the Buyer**

Not used.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

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## **Part B: Staff transfer at the Start Date Transfer from a Former Supplier**

### **1. What is a relevant transfer**

#### **1.1 The Buyer and the Supplier agree that:**

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10 of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant 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 which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

1.3 The Parties acknowledge that (subject to the other provisions of this Agreement) the commencement of the provision of Services under this Agreement may be gradual, and that accordingly there may be more than one Relevant Transfer Date in respect of any transfer(s) of employees from any Former Supplier(s). As a consequence, the Parties agree to work collaboratively between themselves and with each Former Supplier to achieve smoothly, and on an agreed timetable, any transfer(s) of employees from Former Suppliers.

1.4 In the event of disagreement between a Former Supplier and the Supplier or any Subcontractor about whether the Employment Regulations will apply in any given situation which is the same or similar to those specified in Paragraph 1.3 (and/or about which individuals will be the subject of the consequent transfer, or when), the Buyer may (at its absolute discretion) elect to determine that issue (acting reasonably) ("a TUPE Commencement Determination"). In the event of any TUPE Commencement Determination:

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- 1.4.1 the Supplier and the Buyer will then proceed on the basis of and in line with any TUPE Commencement Determination, and will follow this Schedule on the basis of and implementing the TUPE Commencement Determination; and
  - 1.4.2 the Supplier will procure that any relevant Subcontractors will proceed on the basis of that TUPE Commencement Determination.
- 1.5 Notwithstanding the acknowledgement and agreement in Clause 1.1, and in recognition of the possibility that the Employment Regulations may not apply to the commencement of the Services (or any part of the Services) on the Relevant Transfer Date by Supplier and/ or any of its Subcontractors, the Supplier will and/ or will procure that any of its relevant Subcontractors will, with effect from and including the Relevant Transfer Date, offer employment to each individual who is identified as a Former Supplier Transferring Employee on like terms to the terms on which they would have become employed by the Supplier and/ or any of its relevant Subcontractors had there been a Relevant Transfer as foreseen in Clause 1.1 (or if it is not reasonably practicable to do so, substantially the same such terms) and will contractually recognise such individuals' continuity of employment.

**2. Indemnities given by the Former Supplier**

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
- 2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
  - 2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
    - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
  - 2.1.3 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 Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

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- (b) in relation to any employee who is not a Transferring Former Supplier Employee 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 Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.4 a failure of the Former Supplier 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 Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations; and
  - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier 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 Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier

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Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
    - (a) any claim for:
      - (i) any contravention of the Equality Act 2010 (or predecessor/successor legislation); 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 any Subcontractor; or

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

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Relevant Transfer Date.

2.8 If Subcontractor, or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall comply with such obligations as may be imposed upon it under applicable Law.

### **3. Indemnities the Supplier must give and its obligations**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

3.1.1 any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former 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 after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation

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(or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
- 3.1.6 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 Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, 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 Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 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 Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 significant and/ or detrimental impact resulting from a Transferring Former Supplier Employee being actually or allegedly employed or engaged under two or more contracts with different employers (including the Supplier and/ or any of its Subcontractors) at the same time by virtue of the application of the Employment Regulations to their employment on the commencement of the Services (or any part of them);
- 3.1.9 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the

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Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

- 3.1.10 a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant 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 any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. Information the Supplier must give**

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. Cabinet Office requirements**

5.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

**Call-Off Schedule 2 (Staff Transfer)**

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- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007 and revised December 2013;
  - 5.1.2 Old Fair Deal; and/or
  - 5.1.3 The New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

**6. Limits on the Former Supplier's obligations**

Notwithstanding any other provisions of this Part B, where in this Part B 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.

**7. Pensions**

The Supplier shall, and shall procure that each Subcontractor shall, comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff;

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## **Part C: No Buyer Staff Expected to Transfer on the Start Date**

Not required.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

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## **Part D: Pensions**

Not Used.

**Call-Off Schedule 2 (Staff Transfer)**

Call-Off Ref:

Crown Copyright 2020

**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; or
- 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

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expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- 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 Supplier Staff engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each Supplier Staff engaged in providing the Services; and
  - 1.6.3 a description of the nature of the work undertaken by each Supplier Staff 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 Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made

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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 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 updated tax code as at the Service Transfer Date if the code has changed since it was previously provided;
- 1.7.5 updated details of any voluntary deductions from pay as at the Service Transfer Date if changes have occurred since the details were previously provided;
- 1.7.6 a copy of the personnel file and all other records regarding the service of the Transferring Supplier Employee;
- 1.7.7 all information required to meet the minimum recording keeping requirements under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998; and
- 1.7.8 updated bank/building society or other account details for payroll purposes if these have changed since they were previously provided.

**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 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 disappplied through operation of regulation 10 of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement 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 (but excluding) the Service Transfer Date and shall perform and discharge, and procure that

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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 ( but excluding) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, pay for accrued but untaken holiday, bonuses, commissions, payments of PAYE, national insurance contributions which in any case are attributable in whole or in part to the period ending on (but excluding) 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 but excluding 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 but excluding 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 but excluding the Service Transfer Date; and

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- (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 but excluding 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 (but excluding) 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
  - 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 any 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 terms and conditions of employment or 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
  - 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.

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- 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, 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 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:
    - (a) any claim for:
      - (i) any contravention of the Equality Act 2010 (or predecessor/successor legislation); ; or

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- (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, pay for accrued but untaken holiday, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but excluding) 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.

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.

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- 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 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 or otherwise) 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

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- 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 (but excluding) 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 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)**

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**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, at least every 6 Months 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 Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months of the Call-Off Start Date.

**Call-Off Schedule 3 (Continuous Improvement)**

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- 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 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 4 (Call-Off Tender)**

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## **Call-Off Schedule 4 (Call Off Tender)**

Please find the Supplier's Call-Off Tender Technical Envelope Responses below.

**[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]**

**Call-Off Schedule 5 (Pricing Details)**

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**Call-Off Schedule 5 (Pricing Details)****1. Definitions**

- 1.1 In this Call-Off Schedule 5, the following words have the following meanings and supplement Joint Schedule 1 (Definitions):

<b>"Government Procurement Card"</b>	is a payment method used by government agencies to make official purchases of goods and services;
<b>"Price Index"</b>	means the Consumer Prices Index as published by the Office of National Statistics ( <a href="https://www.ons.gov.uk/economy/inflationandpriceindices">https://www.ons.gov.uk/economy/inflationandpriceindices</a> );
<b>"Property Interest"</b>	means a discrete commercial or legal interest, including freehold, head lease, sub-lease or Memorandums of Terms of Occupation, Terms of Occupancy Agreement; and
<b>"Review Date"</b>	has the meaning given to it in paragraph <b>Error! Reference source not found.</b> of this Call Off Schedule 5.

**Call-Off Schedule 5 (Call-Off Pricing)**

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**2. Charges**

- 2.1 The Charges are calculated on the basis of the rates and prices set out in Annex 1 of this Call Off Schedule 5.
- 2.2 The Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Call-Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance, including in respect of matters such as:
- 2.2.1 any incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
- 2.2.2 costs incurred prior to the commencement of the Call-Off Contract.
- 2.3 If the Supplier is providing the same Non-Core Service to multiple Property Interests within a single building or Property under the same instruction or instructions from the Buyer, the Supplier shall charge the Buyer fees for work undertaken in respect of a maximum of two Property Interests. This provision relates, for example, to multiple floors in a multi-story office building. The Supplier may invoice Charges for the two Property Interests that have the highest Charges in line with the rates and prices set out in Annex 1.

**3. Payment Terms/Payment Profile**

- 3.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Schedule 5.

**4. Adjustment of the Charges**

- 4.1 The Charges are fixed for the first two Contract Years.
- 4.2 Subject to paragraphs 5 and 8, after the first two Contract Years, the Charges shall be adjusted only in accordance with the provisions of this Paragraph 4.
- 4.3 After the first two Contract Years, on the first day of each Contract Year, the Charges shall be calculated by multiplying the existing Charges by the most recently published Price Index prevailing on that day.
- 4.4 Except as set out in this Paragraph 4, neither the Charges nor any other costs, expenses, fees, or charges shall be adjusted to take account of any change to exchange rates, changes to any interest rates or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations.

**5. Other events that may allow the Supplier to request an increase in the Call Off Charges**

- 5.1 The Supplier may request an increase in the Charges in response to:

**Call-Off Schedule 5 (Call-Off Pricing)**

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- 5.1.1 a Specific Change in Law;
  - 5.1.2 a Benchmark Review in accordance with Call Off Schedule 16 (Benchmarking); and
  - 5.1.3 if adopting a policy of continuous improvement in accordance with Call Off Schedule 3 (Continuous Improvement).
- 5.2 The Supplier shall not increase its Charges pursuant to paragraph 5.1 without the prior written approval of the Buyer, such approval not to be unreasonably delayed or refused.

**6. Pricing for the Extension Period**

- 6.1 If the Buyer extends the Call-Off Contract for the Extension Period, the provisions set out in this Schedule 5 apply for the duration of the Extension Period.

**7. Pricing for Variations**

- 7.1 In addition to the process outlined in Clause 24 of the Core Terms, any change in the Charges in relation to a change in the number of buildings within the Buyer Premises or changes to a Deliverable, shall be aligned with and shall use the rates and prices set out in Annex 1 to the Schedule 5, where applicable.
- 7.2 If the Supplier and Buyer agree to a Variation that requires an adjustment to Annex 1 to this Schedule 5 (e.g., additional service scope), the pricing methods and payment provisions set out within this Schedule shall be used.

**8. Changes To Living Wage**

- 8.1 Notwithstanding Clause 24.5 (Change in Law) of the Core Terms, where the Supplier can provide evidence that a percentage increase to the Living Wage in a given period has exceeded any percentage increase for the same period in the Price Index, the Supplier may request an adjustment to the Charges.
- 8.2 Suppliers must include written evidence to justify the requested increase including:
- 8.2.1 Charges affected by the Living Wage Increase;
  - 8.2.2 details of the movement in the different identified cost components of the relevant Charge; and
  - 8.2.3 reasons for the movement in the different identified cost components of the relevant Charge.
- 8.3 It is the Buyer's discretion to accept the adjustment request and it will not accept any request that:

**Call-Off Schedule 5 (Call-Off Pricing)**

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- 8.3.1 exceeds the difference between the Price Index and the current Living Wage rate increase for each of the Charges affected by the Living Wage increase;
- 8.3.2 seeks to increase the Charges which go beyond those affected by the Living Wage increase; and/or
- 8.3.3 increases the Charges in respect of those Charges on an hourly rate already in excess of the Living Wage (whether or not to maintain differentials between the affected Charges and higher paid Charges).

**9. Invoicing Procedure**

- 9.1 The Supplier shall issue invoices to the Buyer monthly in arrears in accordance with the Invoicing and Payment requirements in the Order Form.
- 9.2 The Buyer shall pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 9.3 Following receipt of such invoice, the Buyer may reject and/or withhold payment where it does not comply with the requirements of this paragraph 9 or the Order Form.
- 9.4 The Supplier will promptly respond to any queries that the Buyer has in relation to an invoice.
- 9.5 If an invoice is disputed, the dispute resolution process outlined in Clause 34 of the Core Terms shall be followed.
- 9.6 The Buyer's right to request paper form invoicing shall be subject to procurement policy note 11/15 ([https://assets.publishing.service.gov.uk/media/5a80c89c40f0b62305b8d210/PPN\\_e-invoicing.pdf](https://assets.publishing.service.gov.uk/media/5a80c89c40f0b62305b8d210/PPN_e-invoicing.pdf)) which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Buyer (as may be amended from time to time).
- 9.7 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

**Call-Off Schedule 5 (Pricing Details)**

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**Annex 1: Call Off Contract Charges**

**[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]**

**Call-Off Schedule 5 (Pricing Details)**

Call-Off Ref:

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**Annex 2: Payment Terms/Profile****MOBILISATION**

1.1 The payment made to the Supplier each Month of the Mobilisation Period shall be calculated and invoiced on the basis of the Charges specified in Annex 1 to this Schedule 5.

**MONTHLY PAYMENT TERMS**

2.1 The payment made to the Supplier each month shall be calculated and invoiced on the basis of the Charges specified in Annex 1 to this Schedule 5 in line with the following formula:

$$\mathbf{TMC = TMEPMF + TMFMF + MCOC - FR}$$

where:

**TMC** = Total Monthly Charge

**TMEPMF** = Total Monthly Estate and Property Management Fee - The sum payable in respect of all Legal Property Interests managed by the Supplier during the relevant Month.

**TMFMF** = Total Monthly Financial Management Fee - The sum payable in respect of all Legal Property Interests and income invoices managed by the Supplier during the relevant Month.

**MCOC** = Monthly Non-Core Fee (as calculated on the basis of the Services provided by the Supplier during the relevant Month at the rates specified in Annex 1 to this Schedule 5.

**FR** = Fee Reduction as per paragraph 2.3 of this Schedule.

2.2 The Parties will use reasonable endeavours to agree a quarterly adjustment reconciliation mechanism (upwards or downwards) for the TMEPMF.

**Call-Off Schedule 6 (ICT Services)**

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**Call-Off Schedule 6 (ICT Services)****1. Definitions**

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

<b>"Buyer Property"</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>"Buyer System"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
<b>"Defect"</b>	<p>any of the following:</p> <ul style="list-style-type: none"> <li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</li> <li>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the</li> </ul>

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performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

**"Emergency Maintenance"**

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

**"ICT Environment"**

the Buyer System and the Supplier System;

**"Licensed Software"**

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

**"Maintenance Schedule"**

has the meaning given to it in paragraph 8 of this Schedule;

**"Malicious Software"**

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"New Release"**

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

**"Open Source Software"**

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

**Call-Off Schedule 6 (ICT Services)**

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<b>"Operating Environment"</b>	means the Buyer System and 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; or  c) where any part of the Supplier System is situated;
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

**Call-Off Schedule 6 (ICT Services)**

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**"Supplier System"** the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

**2. When this Schedule should be used**

**2.1.** This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

**3. Buyer due diligence requirements**

**3.1.** The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

3.1.2. operating processes and procedures and the working methods of the Buyer;

3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

**3.2.** The Supplier confirms that it has advised the Buyer in writing of:

3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

3.2.2. the actions needed to remedy each such unsuitable aspect; and

3.2.3. a timetable for and the costs of those actions.

**4. Licensed software warranty**

**4.1.** The Supplier represents and warrants that:

4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

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- 4.1.2. all components of the Specially Written Software shall:
  - 4.1.2.1. be free from material design and programming errors;
  - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
  - 4.1.2.3. not infringe any IPR.

**5. Provision of ICT Services****5.1. The Supplier shall:**

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

**6. Standards and Quality Requirements**

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

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6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

**7. ICT Audit**

**7.1.** The Supplier shall allow any auditor access to the Supplier premises to:

7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);

7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;

7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

**8. Maintenance of the ICT Environment**

**8.1.** If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

**8.2.** Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

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

**8.4.** The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

**9. Intellectual Property Rights in ICT****9.1. Assignments granted by the Supplier: Specially Written Software**

9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:

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

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9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

9.1.2. The Supplier shall:

9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

## **9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the

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exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

**Call-Off Schedule 6 (ICT Services)**

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9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

9.3.4.1. will no longer be maintained or supported by the developer;  
or

9.3.4.2. will no longer be made commercially available

**9.4. Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

**9.5. Licence granted by the Buyer**

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

**9.6. Open Source Publication**

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of

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the Specially Written Software, New IPRs or the Buyer System;

9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

9.6.2.4. can be published as Open Source without breaching the rights of any third party;

9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

9.6.2.6. do not contain any Malicious Software.

9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

**9.7. Malicious Software**

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

9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

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9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

10. **Supplier-Furnished Terms – Not Applicable**

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex of this Schedule 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 are always suitable qualified, experienced, and competent persons that 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 ensure all Key Staff, and (where applicable) procure that any Subcontractor ensures all Key Staff comply with and satisfy the requirements of Call Off Schedule 9 (Security) and Call Off Schedule 18 (Background Checks) at all times during the Call-Off Contract Period;
  - 1.5.2 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) and the Supplier shall ensure appropriate temporary cover, at the Supplier's cost for that Key Role;
  - 1.5.3 ensure that any Key Role is not vacant for any longer than ten (10) Working Days, and provide appropriate cover, at the Supplier's cost for that Key Role;
  - 1.5.4 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;
  - 1.5.5 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 knowledge of the role, and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
  - 1.5.6 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully

Call-Off Schedule 7 (Key Supplier Staff)  
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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 7 (Key Supplier Staff)  
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## Annex A: Key Roles

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

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

Call-Off Ref:

Crown Copyright 2020

**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):

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster"</b>	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);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	1 has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	2 has the meaning given to it in Paragraph 6.3 of this Schedule;

**2. BCDR Plan**

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to 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:

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

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- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
  - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 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.

**3. General Principles of the BCDR Plan (Section 1)**

- 3.1 Section 1 of the BCDR Plan shall:
  - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 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;
  - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
  - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
  - 3.1.5 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;
  - 3.1.6 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;

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- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 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;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 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.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 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.
- 3.4 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.
- 4. Business Continuity (Section 2)**
  - 4.1 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:

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- 4.1.1 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
- 4.1.2 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.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 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;
  - 4.2.3 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
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

**5. Disaster Recovery (Section 3)**

- 5.1 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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 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

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respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 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;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

**6. Review and changing the BCDR Plan**

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 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 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.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 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.

6.3 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.

6.4 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.

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- 6.5 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.

**7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 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.

**8. Invoking the BCDR Plan**

- 8.1 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

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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.

**9. Circumstances beyond your control**

- 9.1 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.

**Call-Off Schedule 9 (Security)**

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**Call-Off Schedule 9 (Security)****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 - means the occurrence of:</p> <ul style="list-style-type: none"> <li>a) any unauthorised access to or use of the Goods and/or 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</li> <li>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,</li> </ul> <p>2 - in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>3 - the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>4 - tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

**2. Security Requirements**

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

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call-Off Contract will be met.

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2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.3.1 Security representative of the Buyer:

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

3.1.1 Security representative of the Supplier:

**[REDACTED UNDER FOIA 40 PERSONAL INFORMATION]**

1.1 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

1.2 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

1.3 The Supplier shall use, and shall procure that each Subcontractor uses, as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

1.4 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

1.5 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

## **2. Information Security Management System (ISMS)**

2.1 The Supplier shall develop and submit to the Buyer, within 20 Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

2.2 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 the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

2.3 The Buyer acknowledges that;

2.3.1 if the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

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2.3.2 if the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

**2.4 The ISMS shall:**

2.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, 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, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;

2.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

2.4.3 at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
- b) complies with the Baseline Security Requirements;
- c) as a minimum demonstrates Good Industry Practice;
- d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)  
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
- f) takes account of guidance issued by the Centre for Protection of National Infrastructure  
(<https://www.cpni.gov.uk>)
- g) complies with HMG Information Assurance Maturity Model and Assurance Framework  
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
- h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

2.4.4 document the security incident management processes and incident response plans;

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- 2.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
  - 2.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 2.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 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.
- 2.6 If the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 2.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than 15 Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However, any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 2.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

**3. Security Management Plan**

- 3.1 Within 20 Working Days of the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 a fully

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developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

**3.2 The Security Management Plan shall:**

- 3.2.1 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 3.2.2 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 3.2.3 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 3.2.4 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 3.2.5 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 delivery of the Deliverables and 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 Schedule (including the requirements set out in Paragraph 3.4);
- 3.2.6 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 3.2.7 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

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- 3.2.8 set out the scope of the Buyer System that is under the control of the Supplier;
- 3.2.9 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 3.2.10 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than 15 Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure 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.

3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

**4. Amendment of the ISMS and Security Management Plan**

4.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

- 4.1.1 emerging changes in Good Industry Practice;
- 4.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 4.1.3 any new perceived or changed security threats;
- 4.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 4.1.5 any new perceived or changed security threats; and
- 4.1.6 any reasonable change in requirement requested by the Buyer.

4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and

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

- 4.2.1 suggested improvements to the effectiveness of the ISMS;
- 4.2.2 updates to the risk assessments;
- 4.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 4.2.4 suggested improvements in measuring the effectiveness of controls.

4.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or 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 Testing**

5.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

5.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

5.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet

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the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.

5.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

5.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

**6. Complying with the ISMS**

6.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.

6.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

6.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

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**7. Security Breach**

7.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

7.2.1 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 or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

7.3 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 ISMS with the Security Policy (where relevant) or the requirements of this

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Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

**8. Vulnerabilities and fixing them**

8.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

8.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

8.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

8.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

8.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

8.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;

8.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or

8.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

8.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:

8.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation

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techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or

8.4.2 it is agreed with the Buyer in writing.

8.5 The Supplier shall:

- 8.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 8.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 8.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- 8.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
- 8.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within 5 Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 8.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 8.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 8.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

8.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.

8.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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**Annex 1:****Baseline security requirements****1. Handling Classified information**

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

**2. End user devices**

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

**3. Data Processing, Storage, Management and Destruction**

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

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- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

**4. Ensuring secure communications**

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

**5. Security by design**

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

**6. Security of Supplier Staff**

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information

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management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

**7. Restricting and monitoring access**

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

**8. Audit**

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

**Call-Off Schedule 10 (Exit Management)**

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**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):

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>"Net Book Value"</b>	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);
<b>"Non-Exclusive Assets"</b>	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;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>"Replacement Goods"</b>	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;
<b>"Replacement Services"</b>	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, whether those goods are provided by the Buyer internally and/or by any third party;

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<b>"Termination Assistance"</b>	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;
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>"Termination Assistance Period"</b>	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;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>"Transferable Contracts"</b>	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;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
<b>"Transferring Contracts"</b>	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

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:

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- 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 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.

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**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 six (6) 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 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.

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- 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

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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;
  - 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

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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 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.

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- 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.

**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;

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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 12 (Clustering)**

Call-Off Ref:

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**Call-Off Schedule 12 (Clustering)****1. When you should use this Schedule**

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

**2. Cluster Members**

- 2.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit of the Cluster Members.
- 2.2 “**Cluster Members**” are the parties listed in Annex 1 to this Schedule 12.
- 2.3 Cluster Members have all of the rights granted to the Buyer under the Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members’ rights and benefits under the Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in the Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) include a reference to the Cluster Members.
- 2.4 Each of the Cluster Members will be a third-party beneficiary for the purposes of the Contracts (Rights of Third Parties) Act 1999 (CRTPA) and may enforce the relevant provisions of the Call-Off Contract pursuant to CRTPA.
- 2.5 The Parties to the Call-Off Contract may in accordance with its provisions vary, terminate or rescind the Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 2.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
- 2.6.1 the Buyer may enforce any provision of the Call-Off Contract on behalf of a Cluster Member;
- 2.6.2 any claim from a Cluster Member under the CRTPA to enforce the Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
- 2.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce the Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce the Call-Off Contract made by a Cluster Member acting on its own behalf.
- 2.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 2.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
- 2.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;

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- 2.7.3 the Buyer and Cluster Members are entitled to separate invoices in respect of the provision of Deliverables;
- 2.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
- 2.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
- 2.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
- 2.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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## **Annex A – Cluster Members**

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Children and Family Court Advisory and Support Service

Criminal Cases Review Commission

Independent Monitoring Authority

Judicial Appointments Commission

Legal Services Board

Parole Board

Youth Justice Board

Assessor of Compensation for Miscarriages of Justice

HMs Inspectorate of Prisons

HM Inspectorate of Probation

Judicial Appointments and Conduct Ombudsman

Official Solicitor and Public Trustee Statutory Office Holder

Office of the Victims' Commissioner

Office for Legal Complaints (Legal Ombudsman)

Gov Facility Services Limited

Judicial Office

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# **Call-Off Schedule 13 (Implementation Plan and Testing)**

## **Part A - Implementation**

### **1. Definitions**

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

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Milestone Payment"</b>	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>Implementation Period"</b>	has the meaning given to it in Paragraph 7.1;

### **2. Agreeing and following the Implementation Plan**

2.1 The Supplier's draft Implementation Plan (as submitted in its Call-Off Tender) is set out in Annex 1 to this Schedule.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 The Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of the commencement of the Implementation Period, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the

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Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

**3. Reviewing and changing the Implementation Plan**

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

**4. Security requirements before the Start Date**

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer,

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the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice in writing of such a requirement, except in the case of emergency access.

**5. What to do if there is a Delay**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

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

**6. Compensation for a Delay**

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

- 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- 6.1.2 Delay Payments are the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
  - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
  - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

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- 6.2 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.3 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.4 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

**7. Implementation Plan**

- 7.1 The Implementation Period will be a five (5) Month period.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
  - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
  - 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
  - 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
  - 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 The Supplier shall:
  - 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
  - 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;

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- 7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within 20 Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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## **Annex 1: Implementation Plan**

The draft Implementation Plan is set out below and the Milestones to be Achieved are identified below:

**[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]**

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be 20 Working Days.

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## Part B - Testing

### 1. Definitions

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

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

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**2. How testing should work**

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
  - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

**3. Planning for testing**

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
  - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
  - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
  - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
  - 3.2.4 the procedure to be followed to sign off each Test;
  - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
  - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
  - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
  - 3.2.8 the technical environments required to support the Tests; and

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- 3.2.9 the procedure for managing the configuration of the Test environments.

**4. Preparing for Testing**

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
- 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

**5. Passing Testing**

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

**6. How Deliverables will be tested**

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
- 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2 a plan to make the resources available for Testing;
  - 6.2.3 Test scripts;
  - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5 expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.

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**7. Performing the tests**

- 7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.
- 7.4 The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5 The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1 an overview of the Testing conducted;
  - 7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical

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following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

**8. Discovering Problems**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

**9. Test witnessing**

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
  - 9.3.1 shall actively review the Test documentation;
  - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3 shall not be involved in the execution of any Test;
  - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

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- 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
- 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

**10. Auditing the quality of the test**

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

**11. Outcome of the testing**

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

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- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working

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Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

**12. Risk**

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

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## **Annex 1: Test Issues – Severity Levels**

### **1. Severity 1 Error**

- 1.1** This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

### **2. Severity 2 Error**

- 2.1** This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
- 2.1.1** causes a Component to become unusable;
  - 2.1.2** causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3** has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3. Severity 3 Error**

- 3.1** This is an error which:
- 3.1.1** causes a Component to become unusable;
  - 3.1.2** causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3** has an impact on any other Component(s) or any other area of the Deliverables;
- but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4. Severity 4 Error**

- 4.1** This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

### **5. Severity 5 Error**

- 5.1** This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

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**Annex 2: Satisfaction Certificate**

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

**Satisfaction Certificate**

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]

**Call-Off Schedule 14 (Key Performance Indicators)**

Call-Off Ref:

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**Call-Off Schedule 14 (Key Performance Indicators)****1. Definitions**

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

<b>"KPI"</b>	shall be as set out against the relevant KPI in Annex A to Part A of this Schedule;
<b>"KPI Failure"</b>	means a failure to meet the KPI Target in respect of a KPI as set out in Annex A to Part A of this Schedule; and
<b>"KPI Target"</b>	shall be as set out against the relevant KPI in Annex A to Part A of this Schedule.

**2. What happens if you don't meet the KPI Target**

- 2.1** The Supplier shall at all times provide the Deliverables to meet or exceed the target for each KPI.
- 2.2** The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
- 2.3** The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4** Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least 3 Months' notice, change the target in respect of one or more KPI's and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.4.1** the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

**Call-Off Schedule 14 (Key Performance Indicators)**

Call-Off Ref:

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## **Part A: KPI's**

### **1. KPI's**

If the level of performance of the Supplier:

- 1.2.1. is likely to or fails to meet any KPI, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
- 1.2.2. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure from taking place or recurring;
- 1.2.3. instruct the Supplier to comply with the Rectification Plan Process.

**Call-Off Schedule 14 (Key Performance Indicators)**

Call-Off Ref:

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**Annex A to Part A: KPI's and KPI Scorecard**

KPI	KPI Description	KPI Reference	Target	Calculation
<b>Core Services</b>				
System Availability	The Suppliers system must provide full accessibility and functionality for its users 24 hours a day, 7 days a week. Any service loss should be managed via the internal helpdesk and reporting procedures should be followed.	1	The Suppliers system should be available 99% of the time, except for scheduled maintenance downtime.	<b>Percentage of service availability within timeframe =</b> (Total time - downtime / Total time) * 100
Notice Requirements	The Supplier shall respond to all notices (such as those required by lease or statute)	3	100% of responses served shall be within required timescales.	<b>Percentage of responses within timeframe =</b> (Number of responses in timeframe / Total number of responses in timeframe) * 100
E-PIMS/InSite	The Supplier shall ensure that the data management system as specified is updated within 10 Working Days of notification as per the Cabinet Office mandate. This includes required updates to property information, including lease, condition, EPC, the removal of a property (archived), landlord change and any other event	5	95% of report submissions should be updated on the supplier's data management system of choice within 10 Working Days from completion of formal lease abstraction.	<b>Percentage of completion within timeframe =</b> (Number of completed tasks in timeframe / Total number of tasks in timeframe) * 100

**Call-Off Schedule 14 (Key Performance Indicators)**

Call-Off Ref:

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	during the property's life under the contract.			
Ad Hoc Queries	<p>The Supplier shall acknowledge ad hoc queries raised by the Customer within 3 Working Days and provide a suitable response with appropriate advice within 10 Working Days.</p> <p><b>Mitigation:</b> Should the target not be met due to external factors, the Supplier shall upon agreement with the Buyer, produce an action plan, within 10 Working Days of the target not being met to resolve outstanding queries in a timely manner. All tasks assigned to the Supplier in the action plan must be actioned on time 95% of the time. This element will then feed into the KPI scoring.</p> <p>If the mitigation is not required within any given month, then 6.2 is not to be scored.</p>	6.1	95% of requests for information acknowledged within 3 Working Days and responded to within 10 Working Days.	<b>Percentage of completion within timeframe =</b> (Number of completed tasks in timeframe / Total number of tasks in timeframe) * 100
		6.2	Mitigation: 95% of all action plans produced within 10 Working Days of the target not been met. All tasks assigned to the Supplier in the action plan must be actioned on time 95% of the time.	<p><b>Percentage of action plans produced on time=</b> (Number of required action plans / Number of action plans produced within 10 Working Days) * 50</p> <p><b>Percentage of actions completed on time =</b> (Number of Supplier owned actions / Number of actions completed on time) * 50</p> <p>Both percentages will be added together to form one score out of 100%.</p>
Service Charge Data	The Supplier shall, within 6 Months of Contract Commencement and for the remainder of the Contract, seek	8	For properties with an active service charge, the Supplier shall provide	<b>Percentage of completion within timeframe =</b>

**Call-Off Schedule 14 (Key Performance Indicators)**

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	service charge budget and reconciliation information from all landlords where service charges are known to apply (including Other Government Departments) and maintain a log of information held, advising the Buyer where insufficient information is available.		complete service charge data within the timeframe 95% of the time.	(Number of properties with complete service charge data in timeframe / Total number of properties subject to service charge in timeframe) * 100
<b>Non-Core Services</b>				
Commissioning Information	The Supplier shall ensure that they are issuing commission quotations within 5 Working Days of a request.	9	90% of commission quotations shall be completed within 5 Working Days of the request.	<b>Percentage of completion within timeframe =</b> (Number of completed tasks in timeframe / Total number of tasks in timeframe) * 100
Property Transactions	The Supplier shall ensure that they are delivering property transaction services within an agreed programme.	10.1	95% of reports, provision of advice and follow on activity to be completed within the agreed timeframe for all commissioned instructions.	<b>Percentage of completion within timeframe =</b> (Number of completed tasks in timeframe / Total number of tasks in timeframe) * 100
<b>Contract Management</b>				
Reporting	The Supplier shall provide accurate reports as per the agreed reporting frequency and format outlined in Call-Off Schedule 20 - Annex A -	11	95% of reports should be submitted accurately and at the agreed reporting	<b>Percentage of completion within timeframe =</b> (Number of completed reports in timeframe / Total

**Call-Off Schedule 14 (Key Performance Indicators)**

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	Management Information Reporting Table		frequency / report date specified	number of reports in timeframe) * 100
Managing Complaints	The Supplier shall minimise the number of complaints received and convey any raised complaints to the to the Buyer. Actions shall then be collaboratively agreed and implemented and the Supplier shall detail their plan to action any feedback and improve results going forward.	12.1	The Supplier shall maintain an average of fewer than 3 complaints per Quarter, equating to no more than 1 complaint per Month.	<b>Total number of complaints per month =</b>
		12.2	The Supplier shall then implement 95% of Supplier owned actions by the action deadline agreed.	<b>Percentage of Actions Implemented =</b> (Number of Actions Implemented / Total Number of Actions Identified) * 100
Social Value				
Tackling Economic Inequality	This KPI will be agreed as part of the Mobilisation Period and will relate to the response received to Question 2.4.1 within Volume 2 Annex 2	13	To be agreed in Mobilisation.	<b>To be agreed in Mobilisation.</b>

**Call-Off Schedule 14 (Key Performance Indicators)**

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**KPI Scorecard**

1. The KPI scorecard will be used to measure performance against each KPI target set.

<b>KPI Reference</b>	<b>KPI</b>	<b>Red</b>	<b>Amber</b>	<b>Green</b>
1	System Availability	<95%	95% - 98%	≥99%
3	Notice requirements	<97%	97%-99%	100%
5	E-PIMS/Insight	<90%	90%-94%	≥95%
6.1	Ad hoc Queries	<90%	90%-94%	≥95%
6.2	Ad hoc Queries	<94%	95%-99%	100%
8	Service Charge Data	<90%	90%-94%	≥95%
9	Commissioning Information	<85%	85%-89%	≥90%
10.1	Property Transactions	<90%	90%-94%	≥95%
11	Reporting	<90%	90%-94%	≥95%
12.1	Managing Complaints	<90%	90%-94%	≥95%
12.2	Managing Complaints	>2 complaints per month	2 complaints per month	1 complaint per month
13	Tackling Economic Inequality	TBC	TBC	TBC

**Call-Off Schedule 14 (Key Performance Indicators)**

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## Part B: Performance Monitoring

### 2. Performance Monitoring and Performance Review

- 2.1 Within 20 Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPI's will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 2.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 2.2.1 for each KPI, the actual performance achieved for the relevant Period;
  - 2.2.2 a summary of all failures to achieve KPI that occurred during that Period;
  - 2.2.3 details of any Critical Performance Failures;
  - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 2.2.5 such other details as the Buyer may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Contract Review Meetings**") on a Monthly basis. The Contract Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Contract Review Meetings shall:
  - 2.3.1 take place in accordance with the Annex to Call-Off Schedule 15 (Call-Off Contract Management)
  - 2.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 2.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Contract Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 2.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier

**Call-Off Schedule 14 (Key Performance Indicators)**

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**3. Satisfaction Surveys**

- 3.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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**Call-Off Schedule 15 (Call-Off Contract Management)****1. Definitions**

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

<b>"Contract Management meetings"</b>	the meetings established in accordance with paragraph 4.1 of this Schedule and listed in the Annex to this Schedule;
<b>"Contract Manager"</b>	the manager appointed in accordance with paragraph 3.1 of this Schedule;
<b>"Project Manager"</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule.

**2. Role of the Project Manager**

**2.1** The Parties shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

**2.2** The Parties shall ensure that appropriate resources are made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

**2.3** Without prejudice to paragraph 4 below, the Parties shall operate the meetings specified in the Annex to this Schedule.

**3. Role of the Contract Manager**

**3.1** The Parties shall each appoint a Contract Manager for the purposes of this Contract who shall manage the Contract and its associated areas, including contractual compliance, Charges and invoicing, Contract variations and performance management.

**3.2** The Supplier's Contract Manager's shall be:

- 3.2.1** the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.2.2** able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.2.3** able to cancel any delegation and recommence the position himself; and

**Call-Off Schedule 15 (Call-Off Contract Management)**

Call-Off Ref:

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- 3.2.4 replaced only after the Buyer has received notification of the proposed change.
- 3.3 The Buyer may provide revised instructions to the Supplier's Contract Manager's with regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.4 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

**4. Role of the Contract Management Meetings**

- 4.1 The Contract Management Meetings shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The members, frequency and location of meetings and planned start date by which the meeting shall be established are set out in the Annex to this Schedule.
- 4.3 If either Party wishes to replace any of its appointed members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer member shall have at all times a counterpart Supplier member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its members shall make all reasonable efforts to attend meetings at which that member's attendance is required. If any member is not able to attend a meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Contract Management meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the meeting.
- 4.5 The purpose of the Contract Management meetings is outlined in the Annex to this Schedule. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

**5. Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 5.2.1 the identification and management of risks;
  - 5.2.2 the identification and management of issues; and

**Call-Off Schedule 15 (Call-Off Contract Management)**

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5.2.3 monitoring and controlling project plans.

- 5.3** The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4** The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

**Call-Off Schedule 15 (Call-Off Contract Management)**

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**Annex: Contract Management Meetings**

The Parties will operate the following meetings as set out below:

<b>Name of Meeting</b>	<b>Frequency</b>	<b>Location</b>	<b>Brief Description of scope and objectives</b>
Contract Review	Monthly	MS Teams or location to be agreed in advance of each meeting at the Buyer's or Supplier's premises.	<ul style="list-style-type: none"> <li>• Financial review (Contract Charges and Invoicing)</li> <li>• Review of Supplier resourcing</li> <li>• Health and Safety</li> <li>• Non-core service commissioning activity</li> <li>• Supplier performance review (performance measures and reporting)</li> <li>• Risk review</li> <li>• Continuous improvement and future strategy in response to changes in the property market and construction industry</li> </ul>
Ad Hoc Meetings	Ad Hoc	MS Teams or location to be agreed in advance of each meeting at the Buyer's or Supplier's premises.	<ul style="list-style-type: none"> <li>• Ad hoc meetings shall be scheduled as and when required, at the request of either Party.</li> </ul>

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref:

Crown Copyright 2020

**Call-Off Schedule 16 (Benchmarking)****1. DEFINITIONS**

**1.1** In this Schedule, the following expressions shall have the following meanings:

<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	the Charges for Comparable Deliverables;
<b>"Comparable Deliverables"</b>	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

**Call-Off Schedule 16 (Benchmarking)**

Call-Off Ref:

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**2. When you should use this Schedule**

**2.1** The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables represent value for money to the taxpayer throughout the Contract Period.

**2.2** This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

**2.3** Amounts payable under this Schedule shall not fall with the definition of a Cost.

**3. Benchmarking****3.1 How benchmarking works**

**3.1.1** 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.

**3.1.2** The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

**3.1.3** The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

**3.1.4** The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

**3.1.5** The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

**3.1.6** Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

**3.1.7** The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices

**Call-Off Schedule 16 (Benchmarking)**

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by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

**3.2 Benchmarking Process**

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
  - (i) market intelligence;
  - (ii) the benchmarker's own data and experience;
  - (iii) relevant published information; and
  - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;

**Call-Off Schedule 16 (Benchmarking)**

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- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
  - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - (b) exchange rates;
  - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

**3.3 Benchmarking Report**

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
  - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
  - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

**Call-Off Schedule 18 (Background Checks)**

Call-Off Ref:

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**Call-Off Schedule 18 (Background Checks)****1. Background checks**

- 1.1 The Supplier shall ensure that it and its Subcontractors undertake pre-employment checks in line with the National Security Framework Vetting Function Security Vetting (Ref NSF 15.1) as amended from time to time.
- 1.3 The Buyer may reject or require the Supplier to remove any person from providing the Services.
- 1.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 1.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place during the Call-Off Contract Period.
- 1.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearances. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access to undertake the Services. Unless there is Approval, the Supplier shall pay the costs associated with: (a) the cost of gaining security clearance; and (b) the provision of security cleared escort services.
- 1.6 To the extent necessary, if a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative or other relevant Buyer's staff, the Buyer must give reasonable notice of such a requirement, and in any case no less than 20 Working Days, except in the case of emergency access.
- 1.7 The Buyer may at all times require the Supplier to remove Supplier Staff and/or any Subcontractors from having access to the Buyer's IT System or any IT System linked to the Buyer, or the Buyer's premises, or from the provision of the Services.
- 1.8 Notwithstanding Paragraph 1.1 for each member of Supplier Staff who, in providing the Services has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Subcontractor must):
  - (a) ensure a police check is completed and such other checks as may be carried out through the DBS,
  - (b) for each member of the Supplier staff engaged, the Supplier shall undertake vetting checks. The Supplier shall ensure that it (and shall ensure that any Subcontractor) undertakes robust pre-employment checks, including vetting in line with Specification requirements, at the Supplier's cost.

**Call-Off Schedule 18 (Background Checks)**

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

## Call-Off Schedule 20 (Call-Off Specification)

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

### Part 1: Summary & Objectives

1.1. A summary of the services comprised in the Contract are set out in the tables below. These are split into two sections:

- Core Services are detailed in Section 4 of this Specification, or as advised by the Buyer from time to time.
- Non-Core services are detailed in Sections 5.1 – 5.28 of this Specification or as advised by the Buyer from time to time.

Core Service Requirements (CSR)	
Activity	Section
General Estate and Property Management Duties	4

Non-Core Service Requirements	
Activity	Section
Acquisitions of Freehold and Leasehold Properties	5.1
Disposal	5.2
Renewals of lease or other occupational agreement:	5.3
Rent Reviews	5.4
Lease Expires	5.5
Exercising Lease Break Options	5.6
Passing Lease Break Options	5.7
Lease Expiries (where lease not being renewed) and Lease Breaks	5.8
Surrenders, re-grants and lease re-gears	5.9
Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims	5.10
Service Charge Challenge	5.11
Valuation	5.12
Asset Valuations	5.13
Supplementary Surveying or Administrative Resource	5.14
Dilapidations	5.15
Specialist Advice	5.16

Call-Off Schedule 20 (Call-Off Specification)

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<b>Non-Core Service Requirements</b>	
<b>Activity</b>	<b>Section</b>
Condition Surveys	5.17
Party Wall Matters	5.18
The Buyer as Building Owner as defined within the Party Wall Act 1996	5.19
The Buyer as Adjoining Owner as defined within the Party Wall Act 1996	5.20
Compulsory Purchase Advice	5.21
Town Planning	5.22
Wayleaves & Easements	5.23
Other Neighbourly Matters	5.24
Agricultural Services	5.25
Cost Verification	5.26
General Project Management Services - Royal Institute of British Architects (RIBA) stage planning 0 to 7	5.27
Daylighting, Sunlighting, Overshadowing and Rights of Lights	5.28

## Part 2: Security Vetting

2.1. The Buyer uses the national security vetting clearance levels. The Supplier shall ensure that all Staff involved in the delivery of this Contract is cleared to Baseline Personnel Security Standard (BPSS).

2.2. In certain cases, Supplier Staff require Counter Terrorist Check (CTC) clearances to fulfil specific project needs. The Supplier shall ensure that necessary vetting is conducted when such clearances are needed.

2.3. Further information can be found at <https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels>

2.4. This vetting process shall be completed as part of mobilisation activities within the mobilisation period, in readiness for Contract Commencement.

2.5. Evidence of this clearance shall be provided to the Buyer prior to Contract Commencement and as and when requested by the Buyer over the duration of the Contract.

## Part 3: Mobilisation / Implementation

3.1. The Supplier will comply with the requirements of Call-Off Schedule 13 (Implementation Plan and Testing).

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3.2. The Supplier will, during the period of the Implementation Plan engage with the Buyer to understand responsibilities and the Supplier's property portfolio, agree a forward plan of engagement to update key stakeholders on the development of services to be provided and complete any other key activities as identified in the Implementation Plan.

## Part 4: Core Services

(To be self-delivered by the Supplier)

### 4.1. General

4.1.1. The Supplier shall provide an Estate Management service for the Properties according to the priorities and policies outlined by the Buyer. The Supplier's duties in relation to general estate management are set out below. The detail is not exhaustive; the Supplier is required to act in the role of advisor for general estates issues across the portfolio, providing advice as required, referring to the Asset Management Team where necessary.

4.1.2. The supplier shall be responsible for:

4.1.3. liaising with the Buyer regarding property data queries and information management;

4.1.4. liaising with landlords and tenants, this will include any provider who acts in the role of property provider such as Other Government Departments (OGDs) and any occupier including OGDs;

4.1.5. liaising with the Buyer and providing ad hoc advice in respect of general property queries such as lease terms, boundary questions, access issues, responsibilities for repairs and maintenance, as examples;

4.1.6. the Supplier shall provide a regionally based service that will include attending premises when required to resolve issues and disputes and provide general advice;

4.1.7. the Supplier will be required to build effective ties with the Buyer's regionally based facilities, project delivery and asset management staff and work collaboratively in identifying, responding, and resolving day to day property issues;

4.1.8. advising the Buyer in relation to inter Government Department occupational agreement such as Memorandums of Terms of Occupation Management (MOTO) and Terms of Occupancy Agreement (TOAs), (or successor agreement). This will include engagement with the Government Property Agency (GPA) and OGDs

4.1.9. advising the Buyer in due time of all noteworthy events affecting the Properties not specifically covered elsewhere in the Specification;

4.1.10. promptly passing to the Buyer and advising on copies provided of any statutory or other notices received by the Supplier in respect of the Properties together with copies of all significant correspondence relating thereto. Where relevant, promptly passing on all notices to the Buyer's landlord. Subject to the instructions of the Buyer, the Supplier shall take all steps required to comply with all such notices and any notices served directly on the Buyer

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and shall promptly inform the Buyer of any non-compliance and the reasons for such non-compliance;

4.1.11. collating and maintaining document files to include, but not limited to, copies of leases, licences, plans/drawings, notices and or relevant documentation This will include engagement with GPA and ODGs;

4.1.12. safeguarding the Buyer's legal interests including responding to any report of encroachments on its lands and on claims it is advised to bring in respect of such matters;

4.1.13. reporting to the Buyer opportunities to maximise the value of and improve the Properties and any identified opportunities to reduce property occupations or further strategic considerations;

4.1.14. uploading all new, revised, and updated property documentation including but not limited to those previously described onto Electronic Information Mapping Service (e-PIMS and its replacement system InSite). The Supplier shall ensure version-controlled protocols are adopted; and

4.1.15. carrying out all other duties set out in this Specification and any other duties necessary for the general management of the Properties.

4.1.16. The Supplier shall work with the Buyer to develop and complete a budget forecast, no later than at the end of September each year, setting out detailed budgets and forecasts for each of the following five (5) financial years. This can include the following and any other advice required by the Buyer:

- estimates of anticipated expenditure by category (rents, rates, service charge and any other expenditure);
- budget forecasts for individual rent reviews and lease renewals;
- estimates of anticipated income.

**4.2. Where the Buyer is in the role of tenant (including occupations held from GPA or ODGs) the Supplier shall:**

4.2.1. liaise with the landlord for Properties where the Buyer occupies under a lease or similar agreement and act as the main contact with such landlords;

4.2.2. notify the Buyer immediately if the Supplier becomes aware of any breach or potential breach by the Buyer of any lease condition and recommend options to remedy or avoid such breach;

4.2.3. advise the Buyer of landlords' non-compliance with lease conditions including those related to landlords' services; provide, evaluate and recommend options to remedy the non-compliance;

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4.2.4. deal with insurance matters, including making and/or co-ordinating insurance claims where required; and

4.2.5. obtain from landlords or landlord agents copies of annual service charge budgets, proposals for significant landlord works, service charge reconciliations and certificates to assist in budget planning and to provide to the Buyer upon request.

**4.3. Where the Buyer is in the position of landlord to other occupiers, whether by formal lease or sub-lease, or by reason of a more informal arrangement, the Supplier shall:**

4.3.1. liaise with tenants/licensees occupying the Buyer's Property under a lease, sub-lease or similar agreement;

4.3.2. report to the Buyer advising of such common building services as shall be required under the terms of the agreements or shall be the responsibility of the landlord under the leases. For the avoidance of doubt, these shall be provided by other providers to the Buyer such as the Facilities Management Provider(s);

4.3.3. consider applications from tenants for landlord's licences, approvals and consents and advise the Buyer on the grant or refusal of these. On receipt of instructions advise the applicant of the outcome;

4.3.4. notify the Buyer immediately if the Supplier becomes aware of any breach or potential breach by a tenant of any lease condition and obtain instructions regarding steps to remedy or avoid such breach;

4.3.5. notify the Buyer immediately if the Supplier becomes aware of any breach or potential breach by the Buyer as landlord of any lease condition and obtain instructions regarding steps to remedy or avoid such breach; and

4.3.6. maintain a detailed record of all third-party occupations the Buyer has across its estate which should include, but not limited to, core property information (as stated for other properties of the Buyer) which would enable the Buyer to manage these occupiers in a proactive and efficient manner (this to exclude occupiers attending Buyer premises in support of hearings or other court or tribunal business on an ad hoc basis).

#### **4.4. MOTO Management**

4.4.1. Undertake the management of MOTO's and TOA's including the recovery of any MOTO/TOA costs where the Buyer is the lead landlord, and OGDs are our tenants;

4.4.2. For any new occupations (via acquisition or relocation) ensure that a MOTO, TOA, or license agreement is in place to reflect the agreed terms and e-PIMS is updated accordingly;

4.4.3. Advise on MOTOs and TOAs where required including formalising occupations the Buyer advises from time to time; and

4.4.4. All MOTOs and TOAs shall be placed in a central repository which is accessible by the Buyer. The Supplier shall ensure version-controlled protocols are adopted.

#### **4.5. Management of Lease Events**

4.5.1. The Supplier's duties in relation to management of property data to include lease and MOTO or TOA events where the Buyer is either landlord or tenant/occupier are set out in this section. This relates to the reporting of future lease events including break options to ensure that the Buyer can make decisions in sufficient time before any action is required.

4.5.2. The Supplier shall be responsible for:

4.5.3. preparing and maintaining a diary system to enable the Supplier to advise the Buyer and the Buyer's legal advisors (for legal notices) in due time to enable appropriate notices to be served within any prescribed limits of all significant events affecting the properties. The minimum time limits set out below apply only in the cases where there are no overriding criteria for earlier reporting. The events to include, but not exclusive, all rent review, lease renewal, break options (whether mutual, landlord or tenant options), lease obligations (including repairs and decorations) and other lease, MOTO and TOA or other occupational arrangements defined by a date, which may have an impact on the continuing occupation of the property by the Buyer or the tenant;

4.5.4. alerting the Buyer in writing to all lease events occurring at the Properties not later than the following times before the event;

Lease Break 24 months

Lease Expiry 24 months

Rent Review 15 months

Legal notices 6 months or as per lease if shorter

4.5.5. reporting all such lease, MOTO, TOA, or other occupational arrangement as part of the quarterly reporting process in a format to be agreed, including notifying new events, updating on-going events, and recording completed events; and

4.5.6. assist the Buyer with the annual data validation exercise – a summary of the progress on improving the efficiency and sustainability of the government estate in accordance with the 2008 Climate Change Act, State of the Estate report (a brief overview of properties within the Central Civil Estate) and other reports when required. This will include a report identifying all current property holdings to include tenure details. The Supplier shall ensure data held on e-PIMs or its successor InSite, and on their own Property Information/Tracking tool are the same, are accurate and up to date. These reports are published in the public domain on data.gov.uk to ensure transparency across the central civil estate.

#### **4.6. Management Information Requirement**

4.6.1. The ownership and maintenance of a single source of property information for all EPS matters is central to the MOJ PD and HMCTS PD Digital Estate Strategy.

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4.6.2. The Supplier is required to use the Cabinet Office's (CO) mandated property system e-PIMS or its successor InSite to record, maintain and keep updated the Buyer's property data in accordance with the requirements as set out in the specification and in line with the Government Functional Standard GovS0041: Property. e-PIMS or its successor InSite shall be one of the primary sources of property data and the e-PIMS six-digit code shall be used as the primary key where practicable to interconnecting system-platforms and commissioning stages from start to finish. Adopting this approach aligns with other data initiatives for OGDs within the MoJ Estate Cluster and shall enable the leanest possible approach to managing property data by assisting with finding Files, Datasets and introducing an element of standardised interoperability between systems and datasets across the MoJ Digital Estate ecosystem.

4.6.3. The CO and the Government Property Agency (GPA) together with other Central Government Departments are exploring other secure cloud-based system-platforms / common data environments that are capable of managing asset information in a way that is interoperable and comparable between Government Departments. The successful Supplier, InSite, shall be expected to work with the Buyer, the CO and the GPA during the Contract in the development and testing of this system during the course of the contract medium to long-term.

4.6.4. Where the Supplier has proposed a property management system-platform within its proposals, all related costs are included in the Contract Charges and presented in Annex 1 of Schedule 5 (Pricing Details).

4.6.5. Any system-platform adopted to deliver to the requirements of the Contract shall need to be capable of regular data exporting and a 'lift and shift' approach to migrate to other system-platform environments. Datasets shall also include any Supplier developed system 'rule sets' that processes the Data held within.

4.6.6. Throughout the duration of the contracts EPS Data shall be held within approved system-platforms. These shall require further integration with Asset Management System (AMS) and Business Intelligence tools over the next few years. Suppliers shall need to demonstrate the Application Programming Interface (API) capabilities of any proposed system-platform.

4.6.7. Where property information (data) is not stored on/or cannot be sourced from e-PIMS or its successor InSite, then the Supplier shall manage that data exchange from other management information systems. The Supplier shall make it clear when submitting Datasets and reports from other systems and where possible use e-PIMS or InSite as a primary key for the reasons stated above. Property Information Management includes, but is not limited to, electronic records, paper records, financial records, and any other appropriate media to support the delivery of EPS casework.

4.6.8. The user requirement of any system implemented as part of the EPS project shall be an intuitive, easy to use secure, cloud-based system accessible from a range of devices. Information shall be quick to identify and retrieve. EPS information stored within the system-platform should be available for use by permitted stakeholders for a range of different purposes, subject to security and access permissions.

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4.6.9. The Supplier's duties in relation to data management are set out in this section. Accurate and up-to-date records must be maintained both in e-PIMS or its successor – InSite and Supplier's own systems.

4.6.10. The Supplier shall be responsible for:

4.6.11. using e-PIMS or its successor InSite to record, maintain & keep updated the Buyer's property data;

4.6.12. The Supplier should ensure that data is accurate in e-PIMS or its successor InSite, up-to-date and reflective of the estate the Supplier has responsibility for;

4.6.13. In accordance with CO requirements, the recording/updating of property data should take place within 5 working days of the change occurring;

4.6.14. when the Supplier cannot update the property information within the 5-working day period (due to lack of data/information which is out of their control) they shall raise the issue with the Buyer, so that joint resolutions can be established; and

4.6.15. the Supplier shall use the approved system platform to extract data from e-PIMS to fulfil/support the Buyer's (including its Arm's Length Bodies (ALB's)) management information requests.

4.6.16. The Buyer shall ensure that:

4.6.17. the Supplier's team (working on behalf of the Buyer) shall have the appropriate clearance levels to access the Buyer's information;

4.6.18. the Buyer shall work with the Supplier to ensure the most appropriate/best fit reports are provided; and

4.6.19. the Buyer shall provide the Supplier with the required levels of access to its systems to ensure it can fulfil its contractual obligations.

4.6.20. The Supplier shall be responsible for:

4.6.21. maintaining all appropriate records in an accurate and up-to-date manner;

4.6.22. ensuring that Supplier staff are appropriately trained on e-PIMS and its successor InSite and other supplementary systems. Training should be procured via the CO;

4.6.23. regular refresher training (once every 12 months) should be undertaken to ensure the Buyer's data requirements are fully met;

4.6.24. the Supplier shall keep a log of training and share with the Buyer;

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4.6.25. if the Supplier is asked to supply property data/information to any organisation, or Government Department (other than the Buyer) the Supplier shall ensure they direct the request to the Buyer and keep the Buyer informed;

4.6.26. the Supplier shall make provision for and support the exporting of the Buyer information from their own Property Information/Tracking Tool into a Data Warehouse owned and hosted by the Buyer. The Supplier shall work with the Buyer to establish a method to facilitate this function;

4.6.27. the Supplier shall ensure floor area figures (at an occupation, building & holding level) are recorded on e-PIMS or its successor InSite;

4.6.28. setting up and maintaining a diary system to record all lease events as further specified under the previous section 'Management of Lease Events';

4.6.29. monitoring acquisitions and disposals to ensure that the Buyer's properties data records are accurate; and

4.6.30. other data as considered appropriate at the commencement of the Contract by the Buyer or becomes so during the Contract.

#### **4.7. Financial Records**

4.7.1. The Buyer's financial year is 1st April to 31st March.

4.7.2. All records and systems maintained by the Supplier relating to the Contract shall be open to inspection at any time by the Buyer or auditors and copies of such records shall be supplied on request.

#### **4.8. Contract Management**

4.8.1. A non-exhaustive list of Supplier's duties in relation to contract management are set out below and include reporting, attendance at meetings, monitoring of Key Performance Indicators (KPIs), liaison with other service providers to the Buyer and other duties in relation to the management of the Contract as appropriate. The duties relate to both the Core Services and the Non-Core Services.

4.8.2. All Services are to be delivered to the Buyer using contemporary and up-to-date electronic data communication, supplemented by (if required) hard copy for large files and/or complex documents and any other items at the request of the Buyer.

#### **4.9. Reporting**

4.9.1. The Supplier shall provide accurate and up-to-date versions of each management information report to the Buyer at the frequency referred to in Annex A, unless otherwise agreed with the Buyer.

4.9.2. The reports shall be standardised with the capability to be presented within a variety of formats suitable for extracting data as and when required.

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#### **4.10. Meetings**

4.10.1. The Supplier shall attend meetings as detailed in Call Off Schedule 15 (Contract Management).

#### **4.11. General Advice on Estates and Property Management**

4.11.1. The Supplier's duties in relation to general advice include but is not limited to responding to requests from the Buyer in respect of particular areas where advice is required and also a pro-active approach by the Supplier to seek and report potential opportunities to benefit the Buyer. It shall also include assisting in the preparation of business case/funding approvals if required and other such general advice as reasonably required by the Buyer.

4.11.2. From time to time the Buyer may require advice relating to specific parts of its portfolio, individual Business Units, specific geographical locations, or such other matters which arise. The Supplier shall be responsible for providing advice as requested by the Buyer.

4.11.3. Upon receipt of an instruction for advice the Supplier shall be responsible for:

4.11.4. confirming the initial brief from the Buyer, identifying the matters for which advice is required, the purpose and basis of the advice, the extent of information held by the Buyer and receiving instructions regarding any matter which the Buyer may wish to be covered in the report;

4.11.5. investigating and reporting on the strategies available advising of all matters requested by the Buyer which may include, but not exclusively, details of options available setting out the advantages and difficulties with each strategy, comparative indicative costs, likely time scales and similar;

4.11.6. considering the potential for any further, unforeseen, future strategies which may become apparent;

4.11.7. reviewing as required these choices with the Buyer and any other interested parties to determine the preferred option(s) for further investigation;

4.11.8. further reviewing the proposal with the Buyer and, if required, receiving instructions from the Buyer to implement the strategy;

4.11.9. carrying out negotiations as necessary in accordance with the relevant areas of the Specification;

4.11.10. reporting agreed terms to the Buyer; and

4.11.11. liaising with the Buyer's appointed solicitors and other relevant professionals, providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed and is completed within the timetable agreed with the Buyer.

#### **4.12. Financial Management**

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4.12.1. Lot 2 and Lot 3 exclude the provision of treasury functions.

4.12.2. The Supplier shall provide the following services:

4.12.3. obtain all supporting evidence and information in respect of all service charges paid and raised, including year-end reconciliations, and supporting invoices where appropriate;

4.12.4. upon receipt of any budget for the new service charge year the Supplier shall review the proposed costs against the previous year's costs to ensure that the entries are appropriate, and challenge entries not appropriate or when increases in excess of current inflation levels are proposed; and

4.12.5. identify and advise the Buyer where service charge practices warrant further investigation (be that legal or surveyor driven) to protect the Buyer's interests and ensure value for money.

## **Part 5: Non-Core Services**

### **5.1. Acquisitions of Freehold and Leasehold Properties**

5.1.1. Agency Services (searches, market reviews etc) related to the Supplier's duties required in relation to acquisitions of freehold or leasehold interests as set out below.

5.1.2. The Supplier shall be responsible for carrying out the acquisition of properties and associated tasks as instructed by the Buyer.

5.1.3. Upon receipt of an instruction for an acquisition (by purchase, letting or assignment or other transaction) the Supplier shall agree a timetable with the Buyer including key target dates.

5.1.4. Upon agreement of the timetable with the Buyer the Supplier shall be responsible for:

5.1.5. Preparing a search strategy, undertaking the search, and reporting on the availability of property to meet stated requirements and summarising details of the owner, the need for planning and building consents, the availability of services, asking rental/purchase price, legal terms and date of possession and any other relevant information;

5.1.6. Reviewing and advising as required these options with the Buyer to determine the preferred option(s);

5.1.7. Liaising with other public bodies such as Local Authorities where required;

5.1.8. Liaising with National Property Controls to ensure all Government property acquisition requirements are fully complied with. This includes preparing the necessary paperwork for National Property Control approval if required;

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- 5.1.9. Conducting all negotiations to establish the best terms available for acquisition of the preferred Property, reporting progress to and seeking instructions from the Buyer, presenting formal reports and recommendations when requested by the Buyer;
- 5.1.10. Providing the Buyer with a final written report and recommendations including valuation advice, details of comparable evidence, and a thorough analysis in support of the recommendation;
- 5.1.11. Undertaking necessary due diligence including advising the Buyer if an initial condition survey, contamination survey, planning or heritage survey or any other surveys are required and liaising with the relevant service provider if requested by the Buyer;
- 5.1.12. Following the Buyer's approval to the heads of terms to provide details to the Buyer's appointed solicitors;
- 5.1.13. Confirming to the Buyer that the transaction represents value for money and meets the Buyer's requirements;
- 5.1.14. Provide support to the Buyer in all transaction approval/assurance processes;
- 5.1.15. Liaising with the Buyer's appointed solicitors and other relevant professionals, throughout the transaction and providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed, takes full account of the Buyer's standard requirements and is seen through to final completion and/or attestation within the timetable agreed with the Buyer; and
- 5.1.16. Provide attestation report prior to legal completion of all transactions.

## **5.2. Disposal**

- 5.2.1. Upon receipt of an instruction for a disposal the Supplier shall:
- 5.2.2. request all relevant statutory assessments and certification relating to the building and liaise with other service providers of the Buyer as necessary to obtain them;
- 5.2.3. inspect the property for disposal, recording a full description including the preparation of Land Registry compliant site plans;
- 5.2.4. provide an assessment of former owner applicability under Crichel Down rules, to be carried out prior to the preparation of the preliminary marketing report;
- 5.2.5. prepare a preliminary marketing report covering all material issues relevant to the disposal identifying the target market; these to include, but not exclusive to, providing an assessment of market value having due regard to alternative planning uses; other relevant factors such as any heritage, daylight, rights of light; advising on the recommended method of disposal; consideration of clawback and overage requirements; and marketing strategy and budget;

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- 5.2.6. advise the Buyer if alternative planning uses or other enhancement options should be investigated (or if the existing use needs to be formally established). On receipt of instructions from the Buyer to secure planning consent if needed;
- 5.2.7. liaising with the Buyer's other consultants to co-ordinate and assist with production of obligatory pre-disposal reports and due diligence investigations;
- 5.2.8. submit particulars of sale, assignment, letting or underletting for approval and then proceed to market the property;
- 5.2.9. accompanying prospective purchasers or tenants as appropriate to view the property ensuring appropriate due diligence on proposed purchaser to protect the Buyer's reputational risk. When selling, or letting by private treaty negotiate this subject to contract and report offers received in writing, with recommendations, to the Buyer;
- 5.2.10. provide Welsh language translations of any sales particulars or other relevant documents if required;
- 5.2.11. prior to incurring any marketing costs, agree a schedule of planned marketing expenses with the Buyer in respect of agents' boards, external printing, advertising, and other similar costs related to the marketing of the property which shall be met by the Buyer;
- 5.2.12. comply with all requirements for the advertising of surplus property on the Government's Surplus Property Register (or its replacement)); to ensure that any further Government disposal advice is complied with;
- 5.2.13. where the agreed method of sale is tender or auction, liaise with the Buyer's appointed solicitor to ensure proper documentation is agreed and available by the date necessary to meet the agreed programme for disposal;
- 5.2.14. two weeks prior to any tender return/auction date to review the previously reported opinion of the value and formally report any revised figure, which is to be supported by comparables, to the Buyer. Such figure must remain confidential and is not to be disclosed to any prospective purchaser;
- 5.2.15. if requested to do so, attend any tender opening at the office of the Buyer to advise on the offers received;
- 5.2.16. where the disposal is to be by way of letting, or if it is thought appropriate to let premises pending outright sale, advise on the physical demarcation of the premises to be let, the appropriate apportionment of outgoings and, at the appropriate time, take up references in respect of the prospective tenant;
- 5.2.17. provide the Buyer with a final written report and recommendations including details of comparable transactions and a thorough analysis in support of the recommendation;

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5.2.18. confirm to the Buyer that the transaction represents value for money and meets their requirements; and

5.2.19. liaise with the Buyer's appointed solicitors and other relevant professionals, providing all reasonable necessary written input and attendance at meetings to ensure that legal documentation properly reflects the terms agreed, takes full account of the Buyer's standard requirements and is seen through to final completion and/or attestation within the timetable agreed with the Buyer.

**5.3. Renewals of lease or other occupational agreement:**

5.3.1. Whether the Buyer is the landlord or the tenant, upon receipt of an instruction in relation to a lease renewal the Supplier shall be responsible for:

5.3.2. inspecting the Property, including assessing where relevant whether covenants have been complied with, measuring floor areas, or checking measurements where reliable and accurate areas or scale plans are readily available and assessing the condition and any other relevant information relating to the property;

5.3.3. reporting, in a format to be agreed, no later than six months prior to the earliest contractual or legal date for service of notices or counter notices to the Buyer with a recommendation on asking rent or response rent, target market rent and worse case budget rent together with details of floor areas, comparable transactions, and any other relevant factors on which the advice is based;

5.3.4. advising on options available and recommended strategy to the Buyer at lease renewal, including all relevant notices under landlord and tenant legislation, vacation of the premises and/or any other notice;

5.3.5. providing a report on progress to the Buyer as reasonably required at intervals and in a format to be agreed;

5.3.6. liaising with National Property Controls to ensure all Government property acquisition requirements are fully complied with. This includes preparing the necessary paperwork for National Property Control approval if required;

5.3.7. advising the Buyer when solicitors should be instructed to serve all lease renewal or option notices or counter notices; instructing solicitors on the Buyer's behalf if required and liaising with those solicitors as appropriate;

5.3.8. monitoring the service of originating applications and responses where appropriate and advising the Buyer if, in the Supplier's reasonable judgement, any date is at risk of being missed;

5.3.9. advising on making or responding to any interim rent application and acting on the instructions of the Buyer;

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- 5.3.10. carrying out all negotiations to secure the best terms available and seeking instructions and approvals thereto of the Buyer;
- 5.3.11. where relevant to the lease renewal representing the Buyer in negotiations with landlords in connection with their claims for dilapidations against the Buyer as tenant, preparing, (as a separate service) dilapidation schedules and negotiating with tenants in claims for dilapidations brought by the Buyer;
- 5.3.12. advising the Buyer if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
- 5.3.13. if instructed by the Buyer, seeking a judgement by reference to Court or PACT in all lease renewal cases where the Supplier is unable to reach a negotiated settlement;
- 5.3.14. The Buyer must be provided with the necessary information and advice to form a judgement as to whether to seek or accept reference to the Courts or PACT in respect of any dispute;
- 5.3.15. preparing expert witness written submissions or oral evidence as is required by any Court or tribunal so as to present the Buyer's case with all reasonable skill and care;
- 5.3.16. liaising with the Buyer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
- 5.3.17. providing to the Buyer a final written report and recommendations including, details of comparable/transactions and a thorough analysis in support of the recommendation;
- 5.3.18. liaising with the Buyer's solicitors as necessary and appropriate in respect of any documentation and checking that the terms comprised in any draft lease are consistent with the terms negotiated; and
- 5.3.19. updating the Buyer's database or providing necessary data to the Buyer's Representative for the updating of the Buyer's database on completion.

#### **5.4. Rent Reviews**

- 5.4.1. Professional services related to the Supplier's duties for rent reviews both where the Buyer is tenant and where it is landlord and are set out below.
- 5.4.2. The Supplier shall be responsible for carrying out rent reviews (as Landlord or as tenant where applicable) for properties as instructed by the Buyer. Upon receipt of an instruction in relation to a rent review the Supplier shall be responsible for:
- 5.4.3. Inspecting the property, including assessing where relevant whether covenants have been;
- 5.4.4. complied with, measuring floor areas, or checking measurements where reliable and accurate areas or scale plans are readily available and compiling any other relevant information relating to the property;

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- 5.4.5. reporting, in a format to be agreed, at least six months prior to the earliest contractual or legal;
- 5.4.6. date for service of notices or counter notices to the Buyer with a recommendation on asking rent or response rent, target market rent and worst case / best case (as applicable) budget rent together with details of floor areas, lease covenants, third party referral process, whether time is of the essence, whether any break options are triggered by the review, comparable transactions, negotiation strategy and any other relevant factors on which the advice is based;
- 5.4.7. where rent reviews are based on an indexation formula, verify the calculations and challenges as necessary;
- 5.4.8. providing a report on progress to the Buyer at intervals and in a format to be agreed;
- 5.4.9. serving all rent review notices and counter notices within the time limits set out in the lease;
- 5.4.10. monitoring the service of originating notices, applications, and responses where appropriate and advising the Buyer if, in the Supplier's reasonable judgement, any date is at risk of being missed;
- 5.4.11. carrying out all negotiations with a view to securing the best terms available and seeking instructions and approvals thereto of the Buyer;
- 5.4.12. advising the Buyer if no reasonable agreement can be reached and reporting with recommendations on how to progress the matter;
- 5.4.13. liaising with the National Property Controls to ensure all Government property requirements are fully complied with. This includes preparing the necessary paperwork for National Property Control approval if required;
- 5.4.14. if instructed by the Buyer, seeking an Award by reference to a third party in all rent review cases where the Buyer requires. The Buyer must be provided with the necessary information and advice to form a judgement as to whether to seek or accept reference to a third party. The Buyer must similarly be advised in respect of any proposal to seek or accept a reference to the Courts in respect of any dispute;
- 5.4.15. preparing expert witness written submissions or oral evidence as is required by any third party or tribunal so as to present the Buyer's case with all reasonable skill, care, and expedition;
- 5.4.16. liaising with the Buyer's solicitors as necessary in respect of any proceedings, hearing or tribunal and with other relevant professionals providing all reasonably necessary input including attendance at meetings as needed to ensure that legal documentation properly reflects the terms agreed and takes full account of the Buyer's standard requirements;

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- 5.4.17. providing to the Buyer a final written report and recommendations including details of comparables/transactions and a thorough analysis of the review provisions and the comparable rental evidence in support of the recommendation;
- 5.4.18. liaising with the Buyer's solicitors as necessary and appropriate in respect of any documentation and checking the rent review memorandum for accuracy and approving it prior to it being signed. When acting for the Buyer as landlord, preparing and issuing the rent review memorandum, ensuring completion by the tenant and passing to the Buyer or the Buyer's solicitors as directed for completion;
- 5.4.19. on completion updating the Buyer's database or providing necessary data to the Buyer for the updating of the Buyer's database; and
- 5.4.20. the Supplier can consider sub-contracting rent reviews and lease negotiations where they may utilise a surveyor's local knowledge or expertise in the negotiations.

## **5.5. Lease Expires**

- 5.5.1. Where buildings are being exited at lease expiry, ensure all statutory and lease requirements needed to successfully vacate the property are complied with.

## **5.6. Exercising Lease Break Options**

- 5.6.1. Undertake break option negotiations for properties where the Buyer is exercising the break option. Upon receipt of an instruction in relation to a break clause the Supplier shall be responsible for:
- 5.6.2. checking the terms of the lease for compliance;
- 5.6.3. inspecting the property if required, including assessing whether covenants have been complied with, and assessing the condition and any other relevant information relating to the property;
- 5.6.4. reporting, in a format to be agreed, to the Buyer, with a recommendation on how to proceed, including advising of any works required or other lease obligations which must be complied with in order to enable the break to be activated;
- 5.6.5. in the event that a landlord's break option notice is not served on the Buyer at the appropriate time, advising the Buyer on the implications and options available to the Buyer;
- 5.6.6. serving all necessary notices and counter notices within the time limits set out in the lease or advising the Buyer when solicitors should be instructed to serve all break option notices or other relevant notices;
- 5.6.7. liaising with appointed solicitors as appropriate;

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- 5.6.8. monitoring the service of break notices and responses where appropriate and advising the Buyer if, in the Supplier's reasonable judgement, any date is at risk of being missed;
- 5.6.9. carrying out any negotiations required by the Buyer, if appropriate on a 'without prejudice' and subject to the Buyer's approval basis with a view to securing the successful operation of the break;
- 5.6.10. liaising with the Buyer's solicitors as necessary in respect of any break option matters;
- 5.6.11. providing to the Buyer a final written report and recommendations prior to service of a break option;
- 5.6.12. liaising with the Buyer's solicitors as necessary and appropriate in respect of any documentation; and
- 5.6.13. on completion updating the Buyer's database or providing necessary data to the Buyer for the updating of the Buyer's database.

#### **5.7. Passing Lease Break Options**

- 5.7.1. Where the break clause is not being exercised the Supplier will negotiate terms with the landlord for the sale of the break.
- 5.7.2. Where the break clause is not being exercised, the Supplier will prepare the necessary paperwork for National Property Control approval if required. This will include consideration of alternative accommodation options and defining the business case to support non exercise of the break option.

#### **5.8. Lease Expiries (where lease not being renewed) and Lease Breaks**

- 5.8.1. Undertake break clause negotiations where appropriate for any properties as instructed by the Buyer. Negotiations may be related to operation of the break or to passing the break in consideration of new lease terms. Upon receipt of an instruction in relation to a break clause the Supplier shall be responsible for:
  - 5.8.2. checking the terms of the lease for compliance;
  - 5.8.3. inspecting the property, including assessing whether covenants have been complied with, and assessing the condition and any other relevant information relating to the property;
  - 5.8.4. reporting, in a format to be agreed, to the Buyer, with a recommendation on how to proceed, including advising of any works required or other lease obligations which must be complied with in order to enable the break to be activated;
  - 5.8.5. in the event that a landlord's notice is not served on the Buyer at the appropriate time, advising the Buyer on the implications and options available to the Buyer;

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- 5.8.6. serving all necessary notices and counter notices within the time limits set out in the lease or advising the Buyer when solicitors should be instructed to serve all option or break clause notices or counter notices;
- 5.8.7. instructing solicitors on the Buyer behalf if required and liaising with those solicitors as appropriate;
- 5.8.8. monitoring the service of originating applications and responses where appropriate and advising the Buyer if, in the Supplier's reasonable judgement, any date is at risk of being missed;
- 5.8.9. carrying out any negotiations required by the Buyer, if appropriate on a 'without prejudice' and subject to the Buyer's approval basis with a view to securing the successful operation of the break or where required the best terms available for passing the break and seeking instructions and approvals thereto from the Buyer;
- 5.8.10. advising the Buyer if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
- 5.8.11. if instructed by the Buyer, liaising with the Buyer's legal advisors to seek a judgement by reference to a Court. The Buyer must be provided with the necessary information and advice to form a judgement as to whether to seek reference to a Court;
- 5.8.12. preparing expert witness written submissions and / or oral evidence as is required by any Court or tribunal so as to present the Buyer's case with all reasonable skill, care, and expedition;
- 5.8.13. liaising with the Buyer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
- 5.8.14. providing to the Buyer a final written report and recommendations including details of comparables/transactions and a thorough analysis where appropriate;
- 5.8.15. liaising with the Buyer's solicitors as necessary and appropriate in respect of any documentation; and
- 5.8.16. on completion updating the Buyer's database or providing necessary data to the Buyer for the updating of the Buyer's database.
- 5.8.17. Where the break clause is not being exercised the Supplier will negotiate terms with the landlord for the sale of the break.
- 5.8.18. Where the break clause is not being exercised, the Supplier will prepare the necessary paperwork, or Property Control Approval Request (PCAR) forms for National Property Control approval if required. This will include consideration of alternative

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accommodation options and defining the business case to support non exercise of the break option.

## **5.9. Surrenders, re-grants and lease re-gears**

- 5.9.1. The Supplier shall be responsible for negotiating surrenders, re-grants and lease re-gearings for any Properties as instructed by the Buyer. Upon receipt of an instruction in relation to surrender, re-grant or lease re-gearing the Supplier shall be responsible for:
- 5.9.2. Undertaking a review of the options available to the Buyer, examining the specifics of the property, tenure, development potential, adjacent holdings, and all other factors likely to impact on value and negotiations. Provide initial advice on the potential opportunities and limitations, the range of potential financial impacts and make a recommendation on how to proceed. Where instructed further, the Supplier shall:
- 5.9.3. inspect the Property, including assessing whether covenants have been complied with, measuring floor areas, or checking measurements where accurate and reliable areas or scale plans are readily available and assessing the condition and any other relevant information relating to the Property;
- 5.9.4. where it is decided that a lease is to be renewed as part of a lease re-gearing or similar transaction, to support the Buyer in preparing any PCAR forms for National Property Control approval if required;
- 5.9.5. on receipt of instructions from the Buyer, carrying out all negotiations with a view to securing;
- 5.9.6. the best terms available and seeking instructions and approvals thereto of the Buyer;
- 5.9.7. providing a report on progress to the Buyer at intervals when required and in a format to be agreed;
- 5.9.8. providing to the Buyer a final written report and recommendations including details of comparables/transactions and a thorough analysis in support of the recommendation;
- 5.9.9. liaising with the Buyer's solicitors and with other relevant professionals providing all reasonably necessary input including attendance at meetings as needed to ensure that legal documentation properly reflects the terms agreed and takes full account of the Buyer's standard requirements; and
- 5.9.10. updating the Buyer's database or providing necessary data to The Buyer for the updating of the Buyer's database upon completion.

## **5.10. Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims**

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5.10.1. The Supplier shall be responsible for representing the Buyer in negotiations with landlords (or tenants where applicable) in connection with applications for consents under leases for any properties as instructed by the Buyer. Upon receipt of an instruction in relation to a lease consent the Supplier shall be responsible for:

5.10.2. checking the terms of the lease;

5.10.3. if necessary, inspecting any plans, drawings and specifications proposed for the property including, but not exclusively, change of use, assignment, alterations;

5.10.4. reporting to the Buyer, in a format to be agreed, with recommendations to progress the matter;

5.10.5. if instructed by the Buyer, to apply for any required Landlords consents or consider tenants applications to the Buyer for consent where applicable and to reach an agreement on any reasonable terms for approval by the Buyer;

5.10.6. liaising with other Service Providers to the Buyer as necessary;

5.10.7. obtaining all necessary references, financial information, town planning advice or other information as required to progress the application;

5.10.8. advising the Buyer if agreement cannot be reached and recommending action required to progress the matter;

5.10.9. on receipt of instructions from the Buyer, take any action which is agreed, liaising with the Buyer's solicitors or other Service Providers as necessary;

5.10.10. providing to the Buyer a written completion report; and

5.10.11. liaising with the Buyer's solicitors as necessary and appropriate in respect of any documentation.

## **5.11. Service Charge Challenge**

5.11.1. where the Buyer instructs, verify that the services charge and apportionments are contractually correct, including, but not exclusively, comparison of actual spend to budget and considering the budget for the coming year for reasonableness against the respective lease terms;

5.11.2. where possible if the Buyer was not in occupation for the whole period to which the reconciliation relates, check that the service charge has been properly apportioned;

5.11.3. carry out inspections of invoices and other supporting documentation as necessary and if appropriate;

5.11.4. report to the Buyer the outcome of the verification process with recommendations and, as appropriate, an estimate of potential savings and the reasons for them;

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- 5.11.5. on receipt of instructions from the Buyer to enter negotiations, on a 'subject to Buyer agreement' basis, with a view to securing the best settlement available and seeking instructions and approvals thereto of the Buyer;
- 5.11.6. advise the Buyer if no reasonable agreement can be reached and reporting with recommendations to progress the matter;
- 5.11.7. if instructed by the Buyer, seeking adjudication as appropriate, following any procedure under the lease liaising with the Buyer's solicitors when required, and if needed to consider legal steps to enforce the Buyer's contract;
- 5.11.8. prepare evidence as is required by any third party, tribunal, or Court so as to present the Buyer's case with all reasonable skill, care, and expedition;
- 5.11.9. liaise with the Buyer's solicitors as necessary in respect of any proceedings, hearing or tribunal;
- 5.11.10. report the outcome of any proceedings, hearing or tribunal to the Buyer; and
- 5.11.11. upon receipt of any budget for the new service charge year the Supplier shall review the proposed costs against the previous year's costs to ensure that the entries are appropriate, and challenge entries not appropriate or when increases in excess of current inflation levels are proposed.

## **5.12. Valuations**

- 5.12.1. This relates to the Supplier's duties in relation to ad hoc rental and capital valuations not covered within other services set out in the specification (this may encompass any valuation methodology including depreciated replacement cost and S18 valuations).
- 5.12.2. Valuations are to be carried out fully in accordance with the current edition of the RICS Appraisal and Valuation Standards manual (the "Red Book") and any Buyer accounting guidelines.
- 5.12.3. The Supplier is to provide the following services in three stages which shall include but which shall not necessarily be confined to the following;

### **Stage 1**

Confirm the initial brief with the Buyer, agree the approach to be adopted and confirm the instruction in writing.

### **Stage 2**

On receipt of a written instruction from the Buyer, carry out the valuation in accordance with the RICS Appraisal and Valuation Standards manual (the "Red Book") subject to any variations requested by the Buyer.

### **Stage 3**

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Submit a valuation report to the Buyer in accordance with the RICS Appraisal and Valuation Standards manual (the "Red Book") or such other basis as required by the Buyer.

### **5.13. Asset Valuations**

5.13.1. The Buyer may require a programme of asset valuations. If instructed to undertake, these asset valuations are to be completed on a rolling programme basis. The Supplier shall be directed by the Buyer as to which Properties with have this requirement.

5.13.2. Valuations are to be carried out fully in accordance with the latest edition of the Red Book and any of the Buyer's accounting guidelines, as superseded or replaced. The valuations shall be broken down to meet the accounting requirements as specified by the Buyer.

5.13.3. The Supplier shall be responsible for preparing the Schedule of Properties to be valued in conjunction with the Buyer and for carrying out asset valuations of Properties as instructed by the Buyer. The valuations shall be on a rolling programme on the basis that each relevant Property shall be valued once during any five (5) Year period.

5.13.4. Valuations shall not be required in respect of all Properties unless otherwise advised by the Buyer. Valuations in respect of Properties occupied on MOTOs, TOAs or Properties occupied or let on leases of less than 25 Years, unless they have an unusually long review pattern (7 Years or more) shall not form part of this requirement unless otherwise instructed by the Buyer; and

5.13.5. Each annual tranche of the Properties shall be valued as at the beginning of the financial year in the valuation programme, or a date specified if required by the Red Book depending on current valuation cycles in each department.

5.13.6. The list of Properties to be valued the Supplier shall:

5.13.7. upon receipt of the list the Supplier shall arrange for the subject property to be inspected, if it has not been inspected for Valuation purposes in the previous 48 months or it is known to have materially changed since the previous inspection, taking such notes and photographs as are necessary. Examine such plans and take such measurements as are required to comply with the RICS guidance and to avoid qualifying the valuation with measurement assumptions;

5.13.8. provide a schedule report in a format to be agreed with the Buyer listing the properties valued, the basis of valuation, the value and any other information required by the Buyer; and

5.13.9. if required provide such further information as the Buyer shall reasonably require as to the approach basis of and judgements made in formulating the valuation.

5.14. Supplementary Surveying or Administrative Resource

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5.14.1. The Supplier shall provide Supplementary Surveying or Administrative Resource if and when required by the Buyer; this resource will be used to support the Buyers business needs. It is not anticipated that this will be a frequent requirement.

5.14.2. The supplier will need to identify in the fee schedule the cost of the Supplementary Surveying Resource on a weekly, monthly, and annual basis.

## **5.15. Dilapidations**

5.15.1. Upon receipt of an instruction in relation to a schedule of dilapidations the Supplier shall:

5.15.2. check the lease terms and undertake a site visit, taking any necessary notes or photographs;

5.15.3. if required, seeking the agreement of the Buyer, liaise with the appropriate service provider to the Buyer regarding matters such as the specification of the works comprised in the schedule of dilapidations and the costing of those works;

5.15.4. report, in a format to be agreed, to the Buyer, with a recommendation on how to proceed;

5.15.5. on receipt of instructions from the Buyer, carry out all negotiations on a 'without prejudice' and subject to the Buyer approval basis to seek agreement with the tenant;

5.15.6. if agreement is reached, provide to the Buyer a final written report. If the tenant is to carry out the works, rather than making a payment, carry out all necessary inspections to confirm that the work is satisfactorily completed;

5.15.7. advise the Buyer if no reasonable agreement can be reached and report with recommendations to resolve the matter;

5.15.8. if instructed by the Buyer, liaise with the Buyer's solicitors to seek a judgment by reference to Court in all dilapidations cases where the Supplier is unable to reach a negotiated settlement. The Buyer must be provided with the necessary information and advice to form a judgment as to whether to seek reference to the Courts in respect of any dispute;

5.15.9. prepare expert witness written submissions and/or oral evidence as is required by any Court or tribunal so as to present the Buyer's case with all reasonable skill and care; and

5.15.10. liaise with the Buyer's solicitors as necessary in respect of any proceedings, hearing or tribunal.

5.15.11. The Supplier shall be responsible for representing the Buyer in negotiations with landlords in connection with their claims for dilapidations against the Buyer as tenant for any properties instructed by the Buyer, including S18 Valuations.

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## **5.16. Specialist Advice**

5.16.1. The Supplier, when necessary to provide a broad range of advice, guidance, and support to the Buyer. This includes but is not limited to:

- Fire Advisory Services;
- Health and Safety;
- Heritage advice including Historic England or Historic Wales Quinquennial Inspections, reports; and
- Telecoms and similar communication equipment requests to survey and acquire from third parties.

## **5.17. Condition Surveys**

5.17.1. If condition surveys are required, they shall be instructed on an individual basis by the Buyer. On receipt of an instruction to prepare a condition survey report, this to include but not limited to:

5.17.2. reference the property and a full record and description;

5.17.3. establish the property's state of repair;

5.17.4. identify and to estimate any remedial works necessary prior to occupation;

5.17.5. identify and estimate future maintenance liabilities, with any abnormal items of maintenance being brought to the particular attention of the Buyer;

5.17.6. identify, in general terms only, areas within the building which do not comply with the Equality Act and further specialist inspections that may be necessary;

5.17.7. identify areas within the building which do not comply with the Buyer and other Energy Efficiency Policies and recommend means by which they can be brought into line;

5.17.8. comment upon whether the property is fit for the proposed purpose and has sufficient capability to achieve the modern office requirements in accordance with the Buyer's standards; and

5.17.9. upon completion of the survey the Supplier shall provide a report, in a format to be agreed with the Buyer, detailing the findings of the survey.

## **5.18. Party Wall Matters**

5.18.1. The Supplier may be instructed to act on behalf of the Buyer in respect of Party Wall matters, whether acting as Building Owner or Adjoining Owner.

5.19. The Buyer as Building Owner as defined within the Party Wall Act 1996.

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5.19.1. Where the nature of the proposed works project requires a Notice(s) to be served upon adjoining owners as required by the above Act, the Supplier is to notify the Buyer.

5.19.2. The Supplier shall serve all Party Wall Notices as required, prepare Schedules of Condition, Party Wall Award(s) and keep the Buyer up to date at all times.

5.19.3. The Supplier is to forward any Party Wall Award(s) to the Buyer's appointed lawyers, for placing with the Title Deeds and copy in the Buyer.

## **5.20. The Buyer as Adjoining Owner as defined within the Party Wall Act 1996**

5.20.1. Upon receipt of a Party Wall Notice, the Supplier is to notify the Buyer.

5.20.2. Upon receipt of instructions, the Supplier shall respond to Party Wall Notices, agree Schedules of Condition and Party Wall Awards on behalf of the Buyer.

5.20.3. As required, prepare a Party Wall Award(s), and keep the Buyer informed.

5.20.4. The Supplier is to forward any Party Wall Award(s) to the Buyer's appointed lawyers, for placing with the Title Deeds and copy in the Buyer.

## **5.21. Compulsory Purchase Advice**

5.21.1. Provide compulsory purchase advice. This shall include, but not be restricted to, procedural, and negotiation advice.

5.21.2. In circumstances where the Buyer wishes to promote a compulsory purchase order (CPO) to obtain powers to compulsorily acquire land from third parties the Supplier shall provide strategic and procedural advice on how to obtain those powers.

5.21.3. In these cases, the Supplier shall advise on all stages of the CPO process from inception through public inquiry, possession and subsequent negotiation of property acquisition and compensation, if necessary, by referral to the Upper Tribunal (Lands Chamber).

5.21.4. In addition to this there may be a requirement for the negotiation and settlement of Part 1 claims.

5.21.5. In cases where the Buyer owns or occupies land where a CPO is being promoted by an acquiring authority, having regard to the Crown exemption but acknowledging the protocol of cooperation with other public bodies, providing advice on the principles of CPO, including equivalent reinstatement (Rule 5), potential objection to the principle of the CPO, possibly including appearance at public inquiry, if appropriate. It shall also include negotiation for the sale of land or the re-provision of facilities in accordance with Rule 5, and settlement of compensation.

## **5.22. Town Planning**

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5.22.1. Planning advice and consultation is to be provided by the Supplier where required by the Buyer. This shall include representations made in respect of planning proposals for neighbouring premises where there is potential for an adverse impact.

5.22.2. This shall include consultations and negotiations with Planning Authorities and, where appropriate, the Planning Inspectorate and the submission of formal applications, notices and appeals in support of Community Infrastructure Levy / Section 106 Agreements and other related matters. The Supplier is to co-ordinate specialist sub consultants where required for Town & Country Planning (Highways, Environmental etc.) and after receiving confirmation from the Buyer.

### **5.23. Wayleaves & Easements**

5.23.1. The Supplier is to provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.

5.23.2. Following agreement with the Buyer, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion for the Buyer and shall provide a comprehensive final report to support a recommendation on a figure for settlement.

5.23.3. If a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and represent the Buyer in any further proceedings.

### **5.24. Other Neighbourly Matters**

5.24.1. When requested, the Supplier shall provide an initial report covering all significant facts, setting out actions, negotiation strategies and anticipated outcomes with respect to all boundary disputes or other neighbourly matters.

### **5.25. Agricultural Services**

5.25.1. The Supplier may be required to provide agricultural services as needed and as defined by the Buyer in respect of land management and the management of agricultural occupations and tenancies.

### **5.26. Cost Verification**

5.26.1. The Supplier shall if instructed by the Buyer;

5.26.2. examine demands made on the Buyer for occupational costs such as rates, rent, service charge contributions, MOTO, TOA payments, insurance premiums and any other demands made by landlords in respect of properties for which this service is to be provided, checking that all such sums demanded are correctly due and payable by the Buyer, that they are in accordance with and lease or licence terms, that the value of the demand represents the value of services provided, and verifying the demands to this effect; and

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5.26.3. liaise and resolve any queries with the Supplier/landlord/agent as appropriate in an expeditious manner.

**5.27. General Project Management Services - Royal Institute of British Architects (RIBA) stage planning 0 to 7**

5.27.1. Where required, to provide general project management services for small projects throughout the RIBA 0-7 stage asset lifecycle which shall include but not be limited to:

5.27.2. project management services; e.g., to receive and document the Buyer's core objectives, to develop and present a range of concept designs / solutions for the purpose of defining future state potential, to identify indicative budget estimates for potential alteration works that may be required for a given level of risk in relation to a specific Property Risk (the financial risk of the cost involved for a project on a specific building i.e., a listed building).

5.27.3. in addition, the Buyer may require the Supplier to scope and manage small projects as specified by the Buyer as described but not limited to Annex B.

**5.28. Daylighting, Sunlighting, Overshadowing and Rights of Lights**

5.28.1. When requested, the Supplier shall provide all necessary services in relation to daylighting, sunlighting, overshadowing and rights of light.

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## Annex A: Management Information Reporting Table

Category	Title of Report	Content	Frequency	Report Date
<b>Account Management</b>	Pipeline	Provide an updated version of the pipeline incorporating approved transaction and strategy updates and any changes to the base data.	Monthly	Within 10 Working Days of the end of the Month.
<b>Account Management</b>	Asset Valuation	As instructed by the Buyer – to complete as required. Detailing the property valued, the basis of the value and any other information required.	Annually	Within 10 Working Days of the end of each FY, within a rolling 5-year programme.
<b>Account Management</b>	Works Report	Report detailing commissions completed, in progress and forecasted to commence including but not limited to costings etc.	Monthly	Within 5 Working Days of the end of the Month.
<b>Account Management</b>	Finance Report	Report estimating the expenditure by category including but not limited to rents, rates and service charges and capital and revenue costings etc.	Annually	Within 10 Working Days of the end of September.
<b>Account Management</b>	Budget Forecast	Report detailing rent reviews, rent rates, and not limited to lease renewals.	Annually	Within 10 Working Days of the end of September.
<b>Finance</b>	Payment applications	A separate application in the agreed format for each relevant purchase order, containing full breakdowns of all fees and disbursements the Supplier proposes to invoice at the end of the month, to be approved by the Customer.	Monthly	At least 14 Calendar Days before the end of the Month.
<b>Casework</b>	Casework Review	Report detailing the high end and low-end work not covered within lease expiries and breaks.	Monthly	Within 10 Working Days of the end of the Month.

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<b>General Es- tates Matters</b>	General Es- tates Reports	Reports (as requested) to include monthly estates matters not covered under account management.	Monthly	Within 10 Working Days of the end of the Month.
<b>Lease Events</b>	Lease Events Forecast	Report detailing the future lease events including break options within the Buyer.	Monthly	<p>Within 10 Working Days of the end of the Month.</p> <p>Alerting the Buyer no later than:</p> <p>Lease Break – 24 months before Lease Expiry – 24 months before Rent Review – 15 months before Legal Notices – 6 months or as per lease if shorter</p>
<b>Other</b>	Any other reports	Any other reports required as requested and agreed with the Buyer.	Ad hoc - as requested	Within 5 Working Days of the request.

## Annex B: Finance Process, Funding, Payment Accountancy and Provision of Management

<b>1</b>	<b>General Services</b>
<b>1.1</b>	Provide the Services for all RIBA Workplan stages unless instructed otherwise by the Customer.
<b>1.2</b>	In consultation with the Customer, prepare the Schedule of Services for all Suppliers to be appointed by the Customer.
<b>1.3</b>	Facilitate regular meetings in order to progress Design and Pricing information, consult and liaise with the Lead Designer, Cost Manager and Principal Designer in the preparation of the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Identify activities to be undertaken and responsibility for the activities in accordance with the Project Roles Table, Design Responsibility Matrix, Technology Strategy and Design Programme. Undertake and take responsibility for actions to be undertaken by the Project Lead.
<b>1.4</b>	Consult and liaise with other Suppliers on the Project Team to ensure that the Services provided by the Supplier are fully coordinated with the services provided by those Suppliers and in accordance with the Schedule of Services for each, the Project Roles Table, the Design Responsibility Matrix and the Technology Strategy.
<b>1.5</b>	Where there is duplication between the Services provided by the Supplier and the services of another Supplier(s), the Supplier shall resolve the service duplication by agreement with the Supplier(s) concerned. The Supplier shall confirm the actions agreed in writing with the Supplier(s) and copy to the Customer.
<b>1.6</b>	Manage, co-ordinate and participate in the operation of an Early Warning System.
<b>1.7</b>	Organise workshops and exercises and manage contributions of other Suppliers to carry out value engineering, value management, environmental performance improvement initiatives and risk management. Provide recommendations for Customer approval based on the results of these exercises to deliver the best overall value for money.
<b>1.8</b>	Organise meetings with the Customer, Project Lead, Lead Designer, other Suppliers and the Supplier as necessary.
<b>1.9</b>	In conjunction with the other Suppliers and subject to the specific duties pursuant to each respective Call Off Agreement and/or Building Contract, make all necessary arrangements with planning, local and other statutory bodies to enable the Project to proceed to completion and handover. Arrange for, co-ordinate and pursue all necessary applications required in connection with relevant statutory or regulatory bodies, highway authorities and (if applicable) river and waterway authorities.
<b>1.10</b>	Assist with the submission of documentation to landlords and/or funding bodies and/or any third parties who have an interest in the project.
<b>1.11</b>	Establish and maintain project management procedures, hierarchy of responsibility, the Communication Strategy and the exchange of information both informally and formally at Information Exchanges.
<b>1.12</b>	Manage the Change Control Procedures and monitor Design and Cost Information development against the Site Information, Project Information, Project Budget, Design Pro-

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	gramme, Project Programme and the risk register. Ensure that any difficulties are rectified, and the approved Project Budget and Project Programme are not adversely impacted.
<b>1.13</b>	Work closely with the Customer, other Suppliers and all stakeholders to foster a partnering culture. The culture shall embody the principles of mutual trust and co-operation with an overall aim of delivering a successful project to the Project Brief, Project Budget and the Project Programme.
<b>1.14</b>	Check and authorise applications for payment from the Project Design Team; maintain a fee drawdown register
<b>2</b>	<b>RIBA Stage 0 - Strategic Definition</b>
<b>2.1</b>	Discuss options with the Customer for the assembly of the Project Team and assist the Customer to assemble and appoint the Project Team
<b>2.2</b>	Collate comments and facilitate workshops to discuss the Business Case and to develop the Strategic Brief for the Project.
<b>2.3</b>	Review findings from post project evaluations from relevant projects and lead and manage the Sustainability Checkpoint to inform the approach to the Strategic Definition for the Project.
<b>2.4</b>	Establish the Project Brief, the Initial Project Budget and the Project Programme.
<b>2.5</b>	Draft the Project Execution Plan.
<b>3</b>	<b>RIBA Stage 1 - Preparation and Brief</b>
<b>3.1</b>	Develop the Initial Project Brief. The Initial Project Brief shall include Project Objectives, Quality Objectives, Project Outcomes, environmental performance/Sustainability Aspirations/ecological constraints or opportunities, Customer Business Case, Project Budget and Project Programme and all other parameters, risks and/or constraints.
<b>3.2</b>	Review Site Information and Project Information and collate comments from and facilitate workshops to develop the Initial Project Brief.
<b>3.3</b>	In consultation with the Project Team, MoJ Commercial and the Customer, agree the procurement route and the standard form of Building Contract as per agreed and used government frameworks.
<b>3.4</b>	Prepare the Project Roles Table and Contractual Tree and continue to assist the Customer to assemble and appoint the Project Team.
<b>3.5</b>	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer.
<b>3.6</b>	Prepare option appraisals that meet the Initial Project Brief. Options produced by the Project Team should collectively address: Built Form: including building size, shape, orientation, sub-division, shading, weather and noise protection etc. Construction standards: including floor load capacities, column to column spans, insulation, fire protection, glazing ratios, thermal and noise insulation, thermal capacity, natural and artificial illumination, ventilation etc. Structural and hard surfacing materials, foundations, temporary structures etc. Engineering Services and components: including heating, hot water, cooling, ventilation, lighting, communications, lifting or transportation equipment and public health systems etc, their operational relationships, methods of control and means of energy supply, distribution and recovery etc. Foul and surface water drainage, attenuation and rainwater harvesting. External paving and surfacing, roads, car parks and footpaths

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<b>3.7</b>	Prepare the Feasibility Study for the Customer preferred option(s) setting out the reasons for the recommended preferred option.
<b>3.8</b>	Review and update the Project Budget and Project Programme.
<b>3.9</b>	Prepare the Handover Strategy, commence Risk Assessments in preparation for the Concept Design stage, lead and manage the Sustainability Checkpoint, and develop the Project Execution Plan.
<b>3.10</b>	Monitor and review progress and performance of the Project Team.
<b>3.11</b>	Select one or more specialists, where appropriate and legally compliant, to provide input into option appraisals and/or the Feasibility Study in consultation with the Customer and the Project Team.
<b>4</b>	<b>RIBA Stage 2 - Concept Design</b>
<b>4.1</b>	Monitor preparation and progress of the Concept Design and preliminary Cost Information. Ensure all the foregoing are in accordance with the Initial Project Brief, Design Responsibility Matrix, Information Exchanges and the Design Programme. Prepare Project Strategies.
<b>4.2</b>	Review Site Information, Project Information and collate and agree changes to the Initial Project Brief and prepare and issue the Final Project Brief.
<b>4.3</b>	Prepare the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
<b>4.4</b>	Review and develop the Handover Strategy and Risk Assessments.
<b>4.5</b>	Prepare the initial Construction Strategy and the Health and Safety Strategy.
<b>4.6</b>	Review and update the Project Execution Plan.
<b>4.7</b>	Review and update the Project Programme and the Project Budget.
<b>4.8</b>	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the preliminary Cost Information, prepared by the Cost Manager.
<b>4.9</b>	Select and prepare a list of tenderers with the Customer.
<b>4.10</b>	Collate information from the Project Team and assemble the Supplier's Requirements.
<b>4.11</b>	Collate and issue the tender documentation.
<b>4.12</b>	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.
<b>4.13</b>	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).
<b>4.14</b>	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
<b>4.15</b>	Monitor and review progress and performance of the Project Team.

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<b>5.</b>	<b>RIBA Stage 3 - Developed Design (Spatial Coordination)</b>
<b>5.1</b>	Review and comment on the preparation and progress of the Developed Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the Project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.
<b>5.2</b>	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
<b>5.3</b>	Review and update the Handover Strategy and Risk Assessments.
<b>5.4</b>	Review and update the Construction Strategy and Health and Safety Strategy
<b>5.5</b>	Review and update the Project Execution Plan.
<b>5.6</b>	Review and update the Project Programme and the Project Budget.
<b>5.7</b>	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.
<b>5.8</b>	Manage the Change Control Procedures.
<b>5.9</b>	Select and prepare a list of tenderers with the Customer.
<b>5.10</b>	Collate information from the Project Team and assemble the Supplier's Requirements / Suppliers Information Requirements
<b>5.11</b>	Collate and issue the tender documentation.
<b>5.12</b>	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.
<b>5.13</b>	Agree the detailed content and assist with the finalisation of the contract documentation (for pre-construction activities).
<b>5.14</b>	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
<b>5.15</b>	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.
<b>5.16</b>	Monitor and review the performance of the Project Team.
<b>6</b>	<b>RIBA Stage 4 - Technical Design</b>
<b>6.1</b>	Review and comment on the preparation and progress of the Technical Design, Site Information, Project Information and Cost Information to ensure it is developed in accordance with the project Strategies, Design Responsibility Matrix, Information Exchanges and the Design Programme and Project Budget.

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<b>6.2</b>	Review and update the Sustainability Strategy and the Maintenance and Operational Strategy and lead and manage the Sustainability Checkpoint.
<b>6.3</b>	Review and update the Handover Strategy and Risk Assessments.
<b>6.4</b>	Review and update the Construction Strategy and the Health and Safety Strategy.
<b>6.5</b>	Review and update the Project Execution Plan.
<b>6.6</b>	Review and update the Project Programme and the Project Budget.
<b>6.7</b>	Agree with the Lead Designer the Design Responsibility Matrix, Information Exchange and Technology Strategy, all prepared by the Lead Designer. Agree the Cost Information, prepared by the Cost Manager.
<b>6.8</b>	Manage the Change Control Procedures.
<b>6.9</b>	Select and prepare a list of tenderers with the Customer.
<b>6.10</b>	Collate information from the Project Team and assemble the Supplier's Requirements.
<b>6.11</b>	Collate and issue the tender documentation.
<b>6.12</b>	Lead the assessment of the tenders and prepare the tender report. The assessment should include the review and evaluation of the alignment of the design and specification, pricing and cash-flow, health and safety information, programmes and method statements etc in each of the Supplier's Proposals with the Supplier's Requirements set out in the tender documentation and the further review and evaluation of responses to any clarifications from the tenderers. The Supplier shall lead the evaluation and review of the programmes and method statements.
<b>6.13</b>	Agree the detailed content and assist with the finalisation of the contract documentation.
<b>6.14</b>	Verify that the Supplier has all required insurances, collateral warranties, bonds etc in place.
<b>6.15</b>	Lead the assessment of the submission from the selected tenderer of designs and specifications, pricing information and cash-flows, health and safety information, programmes and method statements etc. to ensure alignment with the contract documentation (for pre-construction activities) and the further review and evaluation of responses to any Design Queries, clarifications etc from the tenderer. The Supplier shall lead the evaluation and review of the programmes and method statements.
<b>6.16</b>	Monitor and review the performance of the Project Team.
<b>7</b>	<b>RIBA Stage 5 – Manufacture &amp; Construction</b>
<b>7.1</b>	Manage the review of construction standards to verify conformance with the contract documentation Health and Safety strategies, Design Programme and Construction Programme and that all site queries are resolved in accordance with the foregoing.
<b>7.2</b>	Manage the review of the development of the design to verify conformance with the contract documentation, Health and Safety strategies, Design Programme and Construction Programme and that all Design Queries are resolved in accordance with the foregoing.
<b>7.3</b>	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.
<b>7.4</b>	Review and update the Sustainability Strategy and lead the Sustainability Checkpoint.
<b>7.5</b>	Manage the implementation of the Handover Strategy

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<b>7.6</b>	Review and update the Construction Strategy and the Health and Safety Strategy.
<b>7.7</b>	Review and update the Project Programme and the Project Budget.
<b>7.8</b>	Monitor the compilation of the 'As Constructed' Information is provided in accordance with the Construction Programme.
<b>7.9</b>	Agree with the Lead Designer the Information Exchange, prepared by the Lead Designer.
<b>7.10</b>	Manage the review of proposals for the testing, setting to operation and commissioning and the witnessing of all testing and commissioning and that all testing and commissioning records are present and accurate and reflect the required performance.
<b>7.11</b>	Prepare a planned maintenance programme for the project, post-handover, and provide recommendations for the procurement of the planned maintenance.
<b>7.12</b>	Monitor and review the performance of the Project Team.
<b>8.</b>	<b>RIBA Stage 6 - Handover &amp; Close-Out</b>
<b>8.1</b>	Manage the handover of the building in accordance with the Handover Strategy and manage and prepare the Sustainability Checkpoint.
<b>8.2</b>	Manage the provision of information to the Contract Administrator to assist administration of the Building Contract.
<b>8.3</b>	Manage the update of the Project Information.
<b>8.4</b>	Manage the update of the As Constructed Information (Construction Record).
<b>9.</b>	<b>RIBA Stage 7 - In-Use</b>
<b>9.1</b>	Manage the completion of the tasks in the Handover Strategy.
<b>9.2</b>	Manage and prepare the Post Occupancy Evaluation
<b>9.3</b>	Manage the update of As Constructed information in accordance with Customer Feedback
<b>9.4</b>	Manage the update of Project Information in response to ongoing Customer Feedback
<b>9.5</b>	Manage the post completion defect rectification process in accordance with GSL requirements.
<b>9.6</b>	Manage the post completion monitoring process in accordance with GSL requirements.
<b>9.7</b>	Manage and prepare the review of Project Performance, Project Outcomes, the Sustainability Checkpoint and the outcome of any research and development aspects

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**Stage Boundaries:**  
Stages 0-4 will generally be undertaken one after the other.

Stages 4 and 5 will overlap in the **Project Programme** for most projects.

Stage 5 commences when the contractor takes possession of the site and finishes at **Practical Completion**.

Stage 6 starts with the handover of the building to the client immediately after **Practical Completion** and finishes at the end of the **Defects Liability Period**.

Stage 7 starts concurrently with Stage 6 and lasts for the life of the building.

**Planning Note:**

**Planning Applications** are generally submitted at the end of Stage 3 and should only be submitted earlier when the threshold of information required has been met. If a **Planning Application** is made during Stage 3, a mid-stage gateway should be determined and it should be clear to the project team which tasks and deliverables will be required. See **Overview** guidance.

**Procurement:**

The RIBA Plan of Work is procurement neutral – See **Overview** guidance for a detailed description of how each stage might be adjusted to accommodate the requirements of the **Procurement Strategy**.

ER Employer's Requirements  
CP Contractor's Proposals

The RIBA Plan of Work organises the process of briefing, designing, delivering, maintaining, operating and using a building into eight stages. It is a framework for all disciplines on construction projects and should be used solely as guidance for the preparation of detailed professional services and building contracts.

	0	1	2	3	4	5	6	7
	Strategic Definition	Preparation and Briefing	Concept Design	Spatial Coordination	Technical Design	Manufacturing and Construction	Handover	Use
	Projects span from Stage 1 to Stage 6; the outcome of Stage 0 may be the decision to initiate a project and Stage 7 covers the ongoing use of the building.							
<b>Stage Outcome</b> at the end of the stage	The best means of achieving the <b>Client Requirements</b> confirmed  If the outcome determines that a building is the best means of achieving the <b>Client Requirements</b> , the client proceeds to Stage 1	<b>Project Brief</b> approved by the client and confirmed that it can be accommodated on the site	<b>Architectural Concept</b> approved by the client and aligned to the <b>Project Brief</b>  The brief remains "live" during Stage 2 and is derogated in response to the <b>Architectural Concept</b>	Architectural and engineering information <b>Spatially Coordinated</b>	All design information required to manufacture and construct the project completed  Stage 4 will overlap with Stage 5 on most projects	Manufacturing, construction and <b>Commissioning</b> completed  There is no design work in Stage 5 other than responding to <b>Site Queries</b>	Building handed over, <b>Aftercare</b> initiated and <b>Building Contract</b> concluded	Building used, operated and maintained efficiently  Stage 7 starts concurrently with Stage 6 and lasts for the life of the building
<b>Core Tasks</b> during the stage	Prepare <b>Client Requirements</b> Develop <b>Business Case</b> for feasible options including review of <b>Project Risks</b> and <b>Project Budget</b> Ratify option that best delivers <b>Client Requirements</b> Review <b>Feedback</b> from previous projects Undertake <b>Site Appraisals</b>  See RIBA Plan of Work 2020 Overview for detailed guidance on <b>Project Strategies</b>	Prepare <b>Project Brief</b> including <b>Project Outcomes</b> and <b>Sustainability Outcomes</b> , <b>Quality Aspirations</b> and <b>Spatial Requirements</b> Undertake <b>Feasibility Studies</b> Agree <b>Project Budget</b> Source <b>Site Information</b> including <b>Site Surveys</b> Prepare <b>Project Programme</b> Prepare <b>Project Execution Plan</b>  No design team required for Stages 0 and 1. Client advisers may be appointed to the client team to provide strategic advice and design thinking before Stage 2 commences.	Prepare <b>Architectural Concept</b> incorporating <b>Strategic Engineering</b> requirements and aligned to <b>Cost Plan</b> , <b>Project Strategies</b> and <b>Outline Specification</b> Agree <b>Project Brief Derogations</b> Undertake <b>Design Reviews</b> with client and <b>Project Stakeholders</b> Prepare stage <b>Design Programme</b>	Undertake <b>Design Studies</b> , <b>Engineering Analysis</b> and <b>Cost Exercises</b> to test <b>Architectural Concept</b> resulting in <b>Spatially Coordinated</b> design aligned to updated <b>Cost Plan</b> , <b>Project Strategies</b> and <b>Outline Specification</b> Initiate <b>Change Control Procedures</b> Prepare stage <b>Design Programme</b>	Develop architectural and engineering technical design Prepare and coordinate design team <b>Building Systems</b> information Prepare and integrate specialist subcontractor <b>Building Systems</b> information Prepare stage <b>Design Programme</b>  Specialist subcontractor designs are prepared and reviewed during Stage 4	Finalise <b>Site Logistics</b> Manufacture <b>Building Systems</b> and construct building Monitor progress against <b>Construction Programme</b> Inspect <b>Construction Quality</b> Resolve <b>Site Queries</b> as required Undertake <b>Commissioning</b> of building Prepare <b>Building Manual</b>  Building handover tasks bridge Stages 5 and 6 as set out in the <b>Plan for Use Strategy</b>	Hand over building in line with <b>Plan for Use Strategy</b> Undertake review of <b>Project Performance</b> Undertake seasonal <b>Commissioning</b> Rectify defects Complete initial <b>Aftercare</b> tasks including light touch <b>Post Occupancy Evaluation</b>	Implement <b>Facilities Management</b> and <b>Asset Management</b> Undertake <b>Post Occupancy Evaluation</b> of building performance in use Verify <b>Project Outcomes</b> including <b>Sustainability Outcomes</b>  Adaptation of a building (at the end of its useful life) triggers a new Stage 0
<b>Core Statutory Processes</b> during the stage:	Strategic appraisal of <b>Planning</b> considerations  Planning Building Regulations Health and Safety (CDM)	Source pre-application <b>Planning Advice</b> Initiate collation of health and safety <b>Pre-construction Information</b>	Obtain pre-application <b>Planning Advice</b> Agree route to <b>Building Regulations</b> compliance Option: submit outline <b>Planning Application</b>  See <b>Planning Note</b> for guidance on submitting a <b>Planning Application</b> earlier than at end of Stage 3	Review design against <b>Building Regulations</b> Prepare and submit <b>Planning Application</b>	Submit <b>Building Regulations Application</b> Discharge pre-commencement <b>Planning Conditions</b> Prepare <b>Construction Phase Plan</b> Submit form F10 to HSE if applicable	Carry out <b>Construction Phase Plan</b> Comply with <b>Planning Conditions</b> related to construction	Comply with <b>Planning Conditions</b> as required	Comply with <b>Planning Conditions</b> as required
<b>Procurement Route</b>	Traditional Design & Build 1 Stage  Design & Build 2 Stage Management Contract Construction Management Contractor-led	Appoint client team	Appoint design team	ER Pre-contract services agreement CP Preferred bidder	Tender Appoint contractor ER CP Appoint contractor CP Appoint contractor			Appoint <b>Facilities Management</b> and <b>Asset Management</b> teams, and strategic advisers as needed
<b>Information Exchanges</b> at the end of the stage	Client Requirements <b>Business Case</b>	<b>Project Brief</b> <b>Feasibility Studies</b> <b>Site Information</b> <b>Project Budget</b> <b>Project Programme</b> <b>Procurement Strategy</b> <b>Responsibility Matrix</b> <b>Information Requirements</b>	<b>Project Brief Derogations</b> <b>Signed off Stage Report</b> <b>Project Strategies</b> <b>Outline Specification</b> <b>Cost Plan</b>	<b>Signed off Stage Report</b> <b>Project Strategies</b> <b>Updated Outline Specification</b> <b>Updated Cost Plan</b> <b>Planning Application</b>	<b>Manufacturing Information</b> <b>Construction Information</b> <b>Final Specifications</b> <b>Residual Project Strategies</b> <b>Building Regulations Application</b>	<b>Building Manual</b> including <b>Health and Safety File</b> and <b>Fire Safety Information</b> <b>Practical Completion</b> certificate including <b>Defects List</b> <b>Asset Information</b>  If <b>Verified Construction Information</b> is required, verification tasks must be defined	<b>Feedback on Project Performance</b> <b>Final Certificate</b> <b>Feedback from light touch Post Occupancy Evaluation</b>	<b>Feedback from Post Occupancy Evaluation</b> <b>Updated Building Manual</b> including <b>Health and Safety File</b> and <b>Fire Safety Information</b> as necessary

Core RIBA Plan of Work terms are defined in the RIBA Plan of Work 2020 Overview glossary and set in **Bold Type**.

Further guidance and detailed stage descriptions are included in the RIBA Plan of Work 2020 Overview.

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Service

# Core Terms

## 1. Definitions used in the contract

- 1.1 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 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.

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- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, 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 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.

**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;
- (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) any of the events in 73 (1) (a) or (c) 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 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 **[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]**.

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 **[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]** or **[REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS]** 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.

## 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](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.

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- 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;

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- 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>