

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Prj_5285 – Technical Advisors and support for FLOW Investment projects

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

Order Form

CALL-OFF REFERENCE: prj_5285

THE AUTHORITY: Department for Energy Security and Net Zero

AUTHORITY ADDRESS: 3-8 Whitehall Place, London SW1A 2EG

THE SUPPLIER: Ricardo- AEA Ltd

SUPPLIER ADDRESS: Shoreham Technical Centre, Old Shoreham Road, Shoreham-by-Sea, West Sussex, BN43 5FG

REGISTRATION NUMBER: 08229264

DUNS NUMBER: 21-860-6679

SID4GOV ID: 208821

Applicable Framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10/06/25
It's issued under the Energy & Net Zero Professional Services Framework ("**ENZPS Framework**").

CALL-OFF LOT(S):

Lot 2: Renewables

CALL-OFF Service Deliverable(s):

SD1: Policy and Strategy AND
SD3: Energy Design and Delivery

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

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

Joint Schedules for ENZPS Framework

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 9 (Rectification Plan)
- Joint Schedule 10 (Processing Data)

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Call-Off Schedules for ENZPS Framework

- Call-Off Schedule 5 (Pricing Details)
 - 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 (Intellectual Property Rights)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 19 (Call-Off Specification)
4. Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 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 Authority (as decided by the Authority) take precedence over the documents above.

Supplier terms are not 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 - The Authority is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) *specified in this Contract or*
- (ii) *which the Authority has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Authority for any other expenses or any other disbursements.*

Special Term 2 - A Non-Disclosure Agreement has been signed between Parties and this is included for reference at the end of this agreement.

Call-Off Start Date: **6th June 2025**

Call-off Expiry Date: **5th December 2026**

Call-off Initial Period: **5th June 2026**

CALL-OFF OPTIONAL EXTENSION PERIOD an additional six months if delays to the Investment programme occur.

Call-Off Deliverables:

See details in Call-Off Schedule 19 (Call-Off Specification)

Security

Short form security requirements apply

Maximum liability

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

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The Estimated Year 1 Charges used to calculate liability in the first contract year are:

Up to £250,000 excluding VAT

Call-Off Charges

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

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

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 Authority and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) Paragraph 6.

Indexation

The Charges shall not be subject to Indexation during the Call-Off Contract Period

Payment method

Payment will be made in arrears on a quarterly basis based on agreed invoices

Authority's invoice address

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

Financial Transparency Objectives

The Financial Transparency Objectives apply to this Call-Off Contract.

Authority's Authorised Representative

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

Authority's Security Policy

Not Applicable

Supplier's Authorised Representative

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

Supplier's Contract Manager

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

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Formation of Call-Off Contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Authority to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

This Call-Off Contract will be digitally signed by both Parties and signatures will be attached to this document at the point of execution.

Joint Schedule 1 (Definitions)

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 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.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following

Joint Schedule 1 (Definitions)

meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by the Authority under a Call-Off Contract (including proposed or actual variations in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; k) verify the accuracy and completeness of any: <ul style="list-style-type: none"> (i) Management Information delivered or required by the Framework Contract; or (ii) Financial Report and compliance with Financial Transparency

Joint Schedule 1 (Definitions)

	Objectives as specified by the Authority in the Order Form;
"Auditor"	<ul style="list-style-type: none"> a) the Authority's internal and external auditors; b) the Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	Department for Energy, Security and Net Zero;
"Authority Assets"	the Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision of the Deliverables which remain the property of the Authority throughout the term of the Contract;
"Authority Authorised Representative"	the representative appointed by the Authority from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Authority Background IPR"	any and all IPR that are owned or licensed by the Authority and which was developed independently of the Contract and was pre-existing at the Start Date;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the 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 Authority is liable to the Supplier;
"Authority's Confidential Information"	<ul style="list-style-type: none"> 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 Authority (including all Authority Existing IPR and New IPR); 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 Authority's attention or into the Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Authority Data"	<p>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:</p> <ul style="list-style-type: none"> (i) are supplied to the Supplier by or on behalf of the Authority; or (ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Authority Existing IPR"	any and all IPR that are owned by or licensed to the Authority, and where the Authority is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise) [but excluding Authority Software];
"Authority Premises"	premises owned, controlled or occupied by the Authority which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

Joint Schedule 1 (Definitions)

"Authority Software"	any software which is owned or licensed by the Authority and which is, or will be, used by the Supplier for the purposes of providing the Deliverables;
"Authority System"	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Deliverables;
"Authority Third Party"	any supplier to the Authority (other than the Supplier), which is notified to the Supplier from time-to-time;
"Background IPR"	any and all IPR that was developed independently of the Contract and was pre-existing at the Start Date;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Call-Off Contract"	the contract between the Authority and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Contract Non-Indexation Period"	the period from the Call-Off Contract Start Date and ending on the second anniversary of the Call-Off Contract Start Date;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the Contract Works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Authority's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Central Government Body"	a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;

Joint Schedule 1 (Definitions)

"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Authority under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under a Contract, in the reasonable opinion of the Authority;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the DPA 2018;
"Core Terms"	the standard terms and conditions for common goods and services which govern how the Supplier must interact with the Authority under the Framework Contract and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions;

Joint Schedule 1 (Definitions)

	<ul style="list-style-type: none"> iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Authority; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables and in line with DESNZ Travel and Subsistence Policy; but excluding:</p> <ul style="list-style-type: none"> e) Overhead; f) financing or similar costs; g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; h) taxation; i) fines and penalties; j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"COTS Software"	non-customised software where the IPR may be owned or licensed either by the Supplier (" Supplier COTS Software ") or a third party (" Third Party COTS Software ") depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection"	an assessment by the Controller of the impact of the envisaged Processing on

Joint Schedule 1 (Definitions)

"Impact Assessment"	the protection of Personal Data;
"Data Protection Legislation"	all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the DPA 2018 to the extent that it relates to Processing of personal data and privacy and (to the extent that it may be applicable) the EU GDPR; ;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the DPA 2018;
"Data Subject"	has the meaning given to it in the DPA 2018;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Authority is paid or is payable to the Authority under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Authority;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Authority in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Authority 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 Authority of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What You Must Keep Confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving Disputes);
"Documentation"	<p>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 Authority under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</p>

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	<p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.1.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Authority in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"EU GDPR"	as defined in section 3 of the DPA 2018;
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension

Joint Schedule 1 (Definitions)

	Period as the context dictates;
"Financial Reports"	<p>a report by the Supplier to the Authority that:</p> <p>(a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Authority);</p> <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Authority to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	<p>(a) the Authority having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Authority to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either the 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:

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	<p>a) riots, civil commotion, war or armed conflict;</p> <p>b) acts of terrorism;</p> <p>c) acts of a Central Government Body, local government or regulatory bodies;</p> <p>d) fire, flood, storm or earthquake or other natural disaster,</p> <p>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;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and the Authority;
"Framework Contract"	the framework agreement established between the Authority and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Authority by the Supplier pursuant to the Contract Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Manager"	the Authority's point of contact for management of the Framework;
"Framework Optional Extension Period"	the period beyond which the Framework Contract Period may be extended commencing 3 years after the Framework Start Date and continuing for up to a further 12 months;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	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;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry"	standards, practises, methods and procedures conforming to the Law and the

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"Practice"	exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Policy"	the Authority's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Authority;
"Indemnified Person"	a Party to whom an indemnity is paid by the Indemnifier;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller

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	providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(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 style="padding-left: 40px;">(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 style="padding-left: 40px;">(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>

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	(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;
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Authority as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 10 (Processing Data);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of the Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>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, and/or</p> <p>d) which is relied upon for the tender for appointment to the Framework;</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>

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"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"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;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"MI Default"	means when 2 MI Reports are not provided in any rolling 6 Month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Achievement Certificate"	the certificate (if any) issued in respect of the relevant Deliverable as referred to in Call-Off Schedule 12 (Intellectual Property Rights); Guidance Note: this definition only applies if Option A or Option B of Call-Off Schedule 12 are used
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

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"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>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 scheme; and/or</p> <p>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Non-COTS Software"	all Software that is not COTS Software whether it is owned or licensed by the Supplier ("Supplier Non-COTS Software") or a third party ("Third Party Non-COTS Software");
"Non-Indexation Period"	the period starting on the Framework Start Date and ending on the second anniversary of the Framework Start Date;
"Object Code"	software and/or data in machine-readable compiled object code form;
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> 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"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or 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;

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"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Authority 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"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; (ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; (iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and (iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; 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; 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 h) the actual Costs profile for each Service Period;
"Open Licence"	<p>means any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles, and includes the Open Source publication of Software;</p> <p>Guidance Note: this definition only applies if Option A of Call-Off Schedule 12 is used</p>
"Open Source"	<p>computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;</p>
"Open Source Publication Material"	<p>means items created pursuant to this Contract which the Authority may wish to publish as Open Source which are supplied in a format suitable for publication under Open Source;</p>

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"Order"	means an order for the provision of the Deliverables placed by the Authority with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Authority) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Authority or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the DPA 2018;
"Personal Data Breach"	has the meaning given to it in the DPA 2018;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the DPA 2018;
"Processor"	has the meaning given to it in the DPA 2018;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Authority Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Authority or any other public body a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity;</p>

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	<p>or</p> <p>(ii) 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>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Authority or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Project Specific IPRs"	any IPR rights arising in relation to items created specifically for the purposes of this Contract and/or arising as a result of the performance of the Supplier's obligations under this Contract but excluding Existing IPR;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 9 (Rectification Plan) which shall include:</p> <p>b) full details of the Default that has occurred, including a root cause analysis;</p> <p>c) the actual or anticipated effect of the Default; and</p> <p>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);</p>
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015;
"Reimbursable Expenses"	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 Authority's expenses policy current from time to time, but not including:

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	<p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agreed in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Authority providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Authority receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Authority internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Authority from time to time or where the Authority is providing Replacement Deliverables for its own account, shall also include the Authority;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Authority when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Authority's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Deliverables"	the defined categories of service under the Framework that a Call-Off Contract may be awarded within, and the Supplier may be awarded to, per Lot;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

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"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Authority Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> 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; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Software"	any software including Specially Written Software, COTS Software and software that is non-COTS Software;
"Software Supporting Materials"	has the meaning given to it in Call-Off Schedule 12 (Intellectual Property Rights);
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor 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;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> 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

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	<p>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;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Authority in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Authority detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>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:</p> <p>a) provides the Deliverables (or any part of them);</p> <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>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Authority Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier Background IPR"	any and all IPR that are owned or licensed by the Supplier and which was developed independently of the Contract and was pre-existing at the Start Date;
"Supplier's Confidential Information"	<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>
"Supplier's Contract"	the person identified in the Order Form appointed by the Supplier to oversee

Joint Schedule 1 (Definitions)

Manager	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 Authority prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Authority) in the performance of its obligations under this Call-Off Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Software"	all Software owned or licensed by the Supplier;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Authority to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Authority under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party Software"	all Software for which a Third Party has Third Party IPR;

Joint Schedule 1 (Definitions)

"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Authority in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UK GDPR"	as defined in section 3 of the DPA 2018;
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the Contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Virtual Library"	the data repository containing the accurate information about all Call-Off Contracts and their Deliverables in accordance with Framework Schedule 10 (Virtual Library);
"Worker"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)
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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:	Department For Energy Security and Net Zero ("the Authority") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Authority/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [Authority to insert] original Clauses or Paragraphs to be varied and the changed clause]
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

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

Signed by an authorised signatory for and on behalf of the Authority

Signature	
Date	

Joint Schedule 2 (Variation Form)
Crown Copyright 2018

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 4 (Commercially Sensitive Information)

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 and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3
- Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When You Can Share Information), the 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
	None identified		

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on Certain Subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Authority and the Supplier shall, at the time of requesting such consent, provide the Authority with the information detailed in Paragraph 1.4. The decision of the Authority to consent or not will not be unreasonably withheld or delayed. Where the Authority consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form and/or the Key Subcontractor section of the Order Form as required. The Authority 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 Authority 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 Authority 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 Framework Price over the Framework Contract Period;
 - 1.4.5 for a Call-Off Contract, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by the Authority, within 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 Authority.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for the Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Authority respectively;
 - 1.6.3 a provision enabling the Authority to enforce the Key Sub-Contract as if it were the Supplier;

Joint Schedule 6 (Key Subcontractors)

- 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 the Authority;
- 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 Authority or otherwise bring the Authority 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 Authority under Clauses 10.4 (When the Authority Can End This Contract) and 10.5 (What Happens If the Contract Ends) of this Contract; and
- 1.6.7 a provision restricting the ability of the Key Subcontractor to subcontract 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 Authority.
- 1.7 The Supplier shall not terminate or materially amend the terms of any Key Sub-Contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.

Joint Schedule 9 (Rectification Plan)**Joint Schedule 9 (Rectification Plan)**

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

Joint Schedule 9 (Rectification Plan)

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

Joint Schedule 10 (Processing Data)

Joint Schedule 10 (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 Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

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

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

Where One Party Is Controller and The Other Party Its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not be determined by the Processor.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), 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

Joint Schedule 10 (Processing Data)

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 Data Loss Event;
 - (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 10, Clauses 14 (*Data Protection*), 15 (*What You Must Keep Confidential*) and 16 (*When You Can Share Information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable); or
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 45 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (A) where the transfer is subject to UK GDPR:
 - 1) the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or
 - 2) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (B) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

Joint Schedule 10 (Processing Data)

- (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) 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
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (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 8 of this Joint Schedule 10, 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 Data Loss Event.
8. The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 10 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 7 of this Joint Schedule 10 (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;
 - (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 Data Loss Event; 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 or any other regulatory authority.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 10. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

Joint Schedule 10 (Processing Data)

- (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 10 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 Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 10 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 Authority may on not less than 30 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 UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 10.

Independent Controllers of Personal Data

- 18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20. Where a Party has provided Personal Data to the other Party in accordance with Paragraph 18 of this Joint Schedule 10 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;

Joint Schedule 10 (Processing Data)

- (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (i) the conditions set out at Paragraph 6(d);
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the transferring Party 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 non-transferring Party in meeting its obligations);
 - (iv) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
 - (d) 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within 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 Data Loss Event 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 Data Loss Event;

Joint Schedule 10 (Processing Data)

- (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 or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 10 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 10.

Joint Schedule 10 (Processing Data)

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 Authority at its absolute discretion.

1. The contact details of the Authority's Data Protection Officer are:

DESNZ Data Protection Officer
Department for Energy Security and Net Zero
3-8 Whitehall Place
London
SW1A 2EG

Email: dataprotection@energysecurity.gov.uk

2. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>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"> ● Business contact details of Supplier Personnel for which the Supplier is the Controller, ● Business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Contract) for which the Authority is the Controller, ● the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Authority
Duration of the Processing	The lifetime of the Energy and Net Zero Professional Services framework, or the end of the Call-Off Contract, whichever is the later.
Nature and purposes of the Processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Call Off Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Call Off Contract.

Joint Schedule 10 (Processing Data)

Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management. The Call Off Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Call Off Contract
Categories of Data Subject	Staff of the Buyer and the Supplier, including where those employees are named within the Call Off Contract itself or involved within contract management.
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	The lifetime of the Energy and Net Zero Professional Services framework, or the end of the Call-Off Contract, whichever is the later.

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Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 3-16 of Joint Schedule 10 (Where one Party is Controller and the other Party is Processor) and Paragraphs 18-28 of Joint Schedule 10 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Authority]:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of Clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of Both Parties

- 2.1 The Supplier and the Authority each undertake that they shall:
- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other

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regulatory authority in connection with Personal Data; and

- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) use best endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

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- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds;
 - (j) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event; and
 - (k) not transfer such Personal Data outside the UK and/or the EEA unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable); or
 - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (A) where the transfer is subject to UK GDPR:
 - 1) the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - 2) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (B) where the transfer is subject to EU GDPR, the EU SCCs as well as any additional measures determined by the Controller being implemented by the importing party;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the transferring Party 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 non-transferring Party in meeting its obligations);
 - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

- 3.1 Without prejudice to Clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Data Loss Event or

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circumstances that are likely to give rise to a Data Loss Event, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) cooperation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) cooperation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Data Loss Event;
 - (iii) coordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Loss Event as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Loss Event, including providing the other Party, as soon as possible and within 48 hours of the Data Loss Event relating to the Data Loss Event, in particular:

- (a) the nature of the Data Loss Event;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Data Loss Event; and
- (f) describe the likely consequences of the Data Loss Event.

4. Audit

4.1 The Supplier shall permit:

- (a) the Authority, or a third-party auditor acting under the Authority's direction, to conduct, at the Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Authority, or a third-party auditor acting under the Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the

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Deliverables.

- 4.2 The Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

- 5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any other regulatory authority. The Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or other regulatory authority.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Authority or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Authority is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Authority, then the Authority shall be responsible for the payment of such Financial Penalties. In this case, the Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Authority and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree to such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

- 7.2 If either the Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss

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Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "Claim Losses"):

- (a) if the Authority is responsible for the relevant Data Loss Event, then the Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Data Loss Event is unclear, then the Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either Clause 7.2 or Clause 7.3 shall preclude the Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Data Loss Event, having regard to all the circumstances of the Data Loss Event and the legal and financial obligations of the Authority.

8. Termination

If the Supplier is in Material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the Contract Or Any Subcontract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Call-Off Schedule 5 (Pricing Details)

1. How Charges Are Calculated

- 1.1 The Charges:
 - 1.1.1 shall be calculated in accordance with the terms of Framework Schedule 3 (Framework Prices) and this Call-Off Schedule 5;
 - 1.1.2 cannot be increased except as specifically permitted by this Call-Off Schedule 5 and in particular shall only be subject to Indexation where specifically stated in the Order Form; and]
- 1.2 Any variation to the Charges payable under a Call-Off Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Call-Off Schedule 5.

2. The Pricing Mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Call-Off Contract.

3. Are Costs and Expenses Included in the Charges?

- 3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in the Order Form the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data inter-change costs or other telecommunications charges; or
 - 3.1.2 costs incurred prior to the commencement of the Call-Off Contract.

4. When the Supplier Can Ask to Change the Charges

- 4.1 The Charges will be fixed for the duration of the Call off Contract.
- 4.2 The Supplier shall give the Authority at least 3 Months' notice where it wants to request an increase. If the Supplier does not give notice in time then it will not be accepted.
- 4.3 Any notice requesting an increase shall include:
 - 4.3.1 a list of the Charges to be reviewed;
 - 4.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - b) details of the movement in the different identified cost components of the relevant Charge;
 - c) reasons for the movement in the different identified cost components of the relevant Charge;
 - d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Call-Off Start Date
- 4.4 The Authority shall consider each request for a price increase. The Authority may grant Approval to an increase at its sole discretion.

- 4.5 Any Approval granted by the Authority pursuant to Paragraph 4.4 shall be on the condition that the change to the Charges will not result in the Supplier Profit Margin exceeding the Maximum Permitted Profit Margin.
- 4.6 Where the Authority approves an increase then it will be implemented from the first Working Day or such later date as the Authority may determine at its sole discretion and Annex 1 shall be updated accordingly.

5. Other Events That Allow The Supplier To Change The Charges

- 5.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:
 - 5.1.1 a Specific Change in Law; and
 - 5.1.2 a request from the Supplier, which it can make at any time, to decrease the Charges;

6. When You Will Be Reimbursed For Travel and Subsistence

- 6.1 Expenses shall only be recoverable where:
 - 6.1.1 the Time and Materials pricing mechanism is used; and
 - 6.1.2 the Order Form states that recovery is permitted; and
 - 6.1.3 they are Reimbursable Expenses and are supported by Supporting Documentation.
- 6.2 The Authority shall provide a copy of their current expenses policy to the Supplier upon request.

Annex 1: Rates and Prices

1. Text repeated from Call off Schedule 19

- 1.1. The Authority has created a 'genuine pre-estimate' of costs for this service. The budget for all elements of this Contract is £250,000 inclusive of VAT.
- 1.2. This is a maximum value of the Contract and apart from the fixed price elements of Contract Management activities, the Authority reserves the right not to spend any additional amount under this Contract if not required.
- 1.3. However, the Authority reserves the right to increase the Contract value up to a maximum of £1million (inclusive of VAT). This £1million is the available combined budget for all due diligence activities (technical, commercial/financial/legal) and as such any increase in this Contract value would be dependent on the reduced or limited demand from other due diligence Service providers. Any amendments would be required to be agreed by the Authority and the Supplier through Contract Variation process.
- 1.4. Payment for contract management meetings as well as those contract management plans identified in the Pricing Annex will be fixed cost.
- 1.5. Payment for all other elements of the Services will be time and materials based, using submitted day and hourly rates provided by the Supplier at the point of tendering. These rates will inform a scoped Task which will be developed between the Supplier and the Authority when a requirement arises. Payment for these activities will be due upon completion of the activity.
- 1.6. The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of Contract. We expect that this will be replicated in any sub-contractor arrangements and the Authority may request evidence that this is the case.

2. Day Rates

- 2.1. The below tables provide the day rates per grade and the definition of those grades which will be used throughout contract duration.

Table 1: Day Rates per Grade used for Contract Duration.

Table 11. Day Rates per Grade used for Contract Duration.

Table 2: Description of each Grade

Grade	Definition
Partner	Partners are expected to be acknowledged experts in at least one function, capability and/or industry and have extensive experience of leading major and/or complex projects.
Managing Consultant / Director	Managing Consultants / Directors are expected to have deep expertise in at least one function, capability and/or industry and perform a wide range of leadership responsibilities.
Principal Consultant / Associate Director	Principal Consultants / Associate Directors are expected to have specialised knowledge of a function, capability and/or industry and be responsible for providing leadership both internally for the project team and when interfacing with the customer.
Senior Consultant / Engagement Manager / Project Lead	Senior Consultants / Engagement Manager / Project Leads are expected to have specialised knowledge of a function, capability and/or industry and be responsible for managing several or all components of a project.
Consultant	Consultants are expected to have knowledge of a function, capability and/or industry and be responsible for larger and/or more complex components of a project. They would have strong analytical skills, along with excellent verbal, written and presentation skills.
Analyst / Junior Consultant:	Analysts / Junior Consultants are expected to be responsible for a specific component of a project and have good analytical and communication skills.

3. Contract Management Plans cost

3.1. The below table identified the cost for delivering the following activities:

3.1.1. Creation of a Business Continuity and Disaster Recovery Plan

3.1.2. Creation of an Exit Management Plan

3.1.3. Creation of Institutional Improvement Plan

3.2. To note, the price of the Institutional Improvement Plan is just for the production of the plan itself and not the delivery of the activities identified by the Supplier in the Plan. These will be agreed by the Buyer and the Supplier and costed as an ad hoc task during delivery.

4.1. The below table gives the cost for the following activities:

- 4.2. For each element, the table below details Tasks (and sub tasks, if applicable) in delivering the requirement. Then for each of these tasks, it identifies the Role involved, the time taken on the task, and their rate. Also any expenses which may be required. For reference each meeting will last 2 hours in duration. This may include any preparation time to inform this meeting.

Table 4: Contract Management Meeting costs

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5. General Contract Management

5.1. The table below identifies any additional costs required for contract management activities.

Table 5: Contract Management activities costs

Table 6. Contract management and activation costs

6. Outline Costed Workplan

6.1. An initial costed workplan is provided in Table 6 below.

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Authority 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 Authority or the Authority Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Authority promptly of the absence of any Key Staff (other than for short-term sickness or holidays of 2 weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than 10 Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least 3 Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Authority considers in any respect unsatisfactory. The Authority shall not be liable for the cost of replacing any Key Staff.

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan"). of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph The Supplier shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority 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. of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph The Supplier shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority 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. of this Schedule.

2. BCDR Plan

- 2.1 Within 40 Working Days after the Start Date the Supplier shall prepare and deliver to the Authority for the Authority's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.1.2 the recovery of the Deliverables in the event of a Disaster.

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

- 2.2 The BCDR Plan shall be divided into 3 sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 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 on the contents of the BCDR Plan within 20 Working Days of its submission, then such Disputes 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 Authority by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Authority 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 Authority and any of its other Related Suppliers in each case as notified to the Supplier by the Authority 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;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier;
 - (d) a business impact analysis of different anticipated failures or disruptions; and
 - (e) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier group member;
 - 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 Authority;
 - 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 Authority 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 Authority as required by the Authority to inform decisions in support of the Authority's business continuity plans.

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- 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 Key Performance Indicators (KPI'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:
 - 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 Key Performance Indicators (KPI'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 Authority 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 Authority Premises;
 - 5.2.2 loss of utilities to the Authority Premises;
 - 5.2.3 loss of the Supplier's helpdesk or Computer Aided Facility Management ("CAFM") system;
 - 5.2.4 loss of a Subcontractor;

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- 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 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 6 Months;
 - 6.1.2 within 3 calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph Testing the BCDR Plan; and
 - 6.1.3 where the Authority requests in writing any additional reviews (over and above those provided for in Paragraphs on a regular basis and as a minimum once every 6 Months; and within 3 calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph Testing the BCDR Plan; and of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Authority for the Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Authority except that the Supplier shall not be entitled to charge the Authority for any costs that it may incur above any estimate without the Authority's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph The Supplier shall review the BCDR Plan: 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 Authority shall reasonably require.
- 6.3 The Supplier shall, within 20 Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority 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 on the Review Report and the Supplier's Proposals within 20 Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.
- 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 practises or procedures necessary so as to

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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 Authority considers it necessary (acting in its sole discretion).

7.2 If the Authority 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 Authority's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Authority 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 Authority 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 Authority.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved by the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Authority 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 Authority 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 Authority.

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 Authority promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Authority.

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.

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Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	the occurrence of: <ul style="list-style-type: none"> a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Authority and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Authority has required compliance therewith in accordance with Paragraph 2.1;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Authority and has been updated from time to time.

2. Complying With Security Requirements And Updates To Them

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

3. Security Standards

- 3.1 The Supplier acknowledges that the Authority places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations

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and shall at all times provide a level of security which:

- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Authority in accordance with Paragraph 2.1 complies with the Security Policy and the ICT Policy.
 - 3.2.5 complies with the 14 Cloud Security Principles available at: <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>. The Supplier must document how it and any cloud service providers they use comply with these principles, and provide this documentation upon request by the Authority.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which: shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Authority's Representative of such inconsistency immediately upon becoming aware of the same, and the Authority's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - a) comply with the principles of security set out in Paragraph **Security Standards** and any other provisions of this Contract relevant to security;
 - b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Authority with access to the Deliverables, processes associated with the provision of the Deliverables, the Authority Premises, the Sites and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Authority Premises, the Sites, and any ICT, Information and data (including the Authority's Confidential Information and the Government Data) to the extent used by the Authority or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are

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sufficient to ensure that the Deliverables comply with the provisions of this Contract;

- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by the Authority when it has undertaken a Further Competition it shall also comply with the Security Policy and ICT Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy. the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Authority engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

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

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requirements set out in Paragraph **Content of the Security Management Plan** shall be deemed to be reasonable.

- 4.3.4 Approval by the Authority of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Authority in accordance with Paragraph Within 20 Working Days after the Start Date and in accordance with Paragraph **Amendment of the Security Management Plan**, the Supplier shall prepare and deliver to the Authority for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan., or any subsequent revision to it in accordance with Paragraph **Amendment of the Security Management Plan**, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days from the date of its first submission to the Authority. If the Authority does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure. or of any change to the Security Management Plan in accordance with Paragraph **Amendment of the Security Management Plan** shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by the Authority when it has undertaken a Further Competition it shall also comply with the Security Policy and ICT Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy., any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Authority.
- 4.4.2 The Supplier shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph The Authority may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment., any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:, a request

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by the Authority or otherwise) shall be subject to the Variation Procedure.

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

5. Security Breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security., the Supplier shall:
- 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Authority and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Authority, where the Authority so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Authority.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with Paragraph The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by the Authority when it has undertaken a Further Competition it shall also comply with the Security Policy and ICT Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Authority.

Call-Off Schedule 10 (Exit Management)**In Call-Off Schedule 10 (Exit Management)****1. Definitions**

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	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;
"Project Registers and Plans"	The data repository hosted by the Supplier containing the accurate information about this Contract and Deliverables in accordance with Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Authority internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Authority pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;

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"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	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 Authority 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 within 30 days from the Effective Date (or other such period as is specified in the Award Form) 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, a schedule of the IPR's (consistent with Annex 1 of Call-Off Schedule 12 (Intellectual Property Rights) which the Authority reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant to Call-off Schedule 8 (Business Continuity and Disaster Recovery) or Joint Schedule 7 (Financial Difficulties) and operating procedures through which the Supplier provides the Deliverables

("Project Registers and Plans").

and the Supplier shall ensure the Project Registers and Plans is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Authority at all times. All information contained in the Project Registers and Plans should be maintained and kept up to date in accordance with the time period set out in the Order Form.

- 2.3 The Supplier shall:
- 2.3.1 ensure that all Exclusive Assets listed in the Project Registers and Plans 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 Authority) at the request of the Authority to the Authority (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 Authority and the Authority may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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- 2.4 Each Party shall appoint an Exit Manager within 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 Authority 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 Authority shall reasonably require in order to facilitate the preparation by the Authority 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 Authority 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 Authority within 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 Authority 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 3 Months after the Start Date, deliver to the Authority an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Authority.
- 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 20 Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Authority;
 - 4.3.3 details of any contracts which will be available for transfer to the Authority 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 Authority 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 Authority 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;

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- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period;
 - 4.3.10 any other information or assistance reasonably required by the Authority or a Replacement Supplier;
 - 4.3.11 how the Exit Information is obtained;
 - 4.3.12 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract
 - 4.3.13 the management structure to be employed during the Termination Assistance Period;
 - 4.3.14 the scope of Termination Assistance that may be required for the benefit of the Authority;
 - 4.3.15 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance; and
 - 4.3.16 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.7 below) together with a capped estimate of such charges.
- 4.4 The Supplier shall:
- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every 6 months throughout the Contract Period; and
 - (b) no later than 20 Working Days after a request from the Authority 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 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 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 Authority and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Authority 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
- 4.7 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Call-off Schedule 5 (Pricing Details). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

5. Termination Assistance

- 5.1 The Authority 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 4 Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than 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

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- 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 12 Months after the End Date.
- 5.2 The Authority 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 18 Months after the End Date; and
 - 5.2.2 the Authority shall notify the Supplier of any such extension no later than 20 Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Authority 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 Authority 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 Authority 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 Authority, provide the Termination Assistance;
 - 6.1.2 provide to the Authority and/or its Replacement Supplier any reasonable assistance and/or access requested by the Authority and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Authority and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Authority;
 - 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 Authority's request and on reasonable notice, deliver up-to-date Project Registers and Plans to the Authority;
 - 6.1.6 seek the Authority's prior written consent to access any Authority 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 Authority, 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 Authority's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the

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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 Authority 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 Authority and/or the Replacement Supplier for up to 12 Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Authority 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 Authority to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.
- 7.4 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes

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 Authority's prior written consent:
- 8.1.1 terminate, enter into or vary any Subcontract 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 20 Working Days of receipt of the up-to-date Project Registers and Plans provided by the Supplier, the Authority shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Authority requires to be transferred to the Authority 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,

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

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

in order for the Authority 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 Authority 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. Where requested by the Supplier, the Authority and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Authority 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 Authority or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Authority 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 Authority 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 Authority 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 Authority and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 8.7 The Authority 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 Authority 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 Authority until the transfer of the relevant Transferring Contract to the Authority and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Authority (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 Authority (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

Call-Off Schedule 10 (Exit Management)

A 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 Authority 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 Authority and/or the Replacement and the Supplier as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Authority 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 (Intellectual Property Rights)

Call-Off Schedule 12 - Intellectual Property Rights

Option B: Authority owns all Specially Written Software and Project Specific IPRs with non-exclusive Supplier rights

1 INTELLECTUAL PROPERTY RIGHTS

1.1 Except as expressly set out in this Contract:

- (a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
 - (i) the Supplier Software;
 - (ii) the Third Party Software;
 - (iii) the Third Party IPRs; and
 - (iv) the Supplier Background IPRs;
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including:
 - (i) the Authority Software;
 - (ii) the Authority Data; and
 - (iii) the Authority Background IPRs;
- (c) Specially Written Software and Project Specific IPRs (except for any Know-How, trade secrets or Confidential Information contained therein) shall be the property of the Authority.

1.2 Where either Party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Paragraph 1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

1.4 Unless otherwise agreed in writing, the Parties shall record all Specially Written Software and Project Specific IPRs in Annex 1 to this Call off Schedule 12. and shall keep Annex 1 updated during the Call-Of Contract Period.

2 TRANSFER AND LICENCES GRANTED BY THE SUPPLIER

Specially Written Software and Project Specific IPRs

2.1 Subject to Paragraph 2.17 (*Patents*) the Supplier hereby agrees to transfer to the Authority, or shall procure the transfer to the Authority of, all rights (subject to Paragraph 1.1(a) (*Intellectual Property Rights*)) in the Specially Written Software and the Project Specific IPRs including (without limitation):

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the "**Software Supporting Materials**");

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

Call-Off Schedule 12 (Intellectual Property Rights)

2.2 The Supplier:

- (a) shall:
 - (i) inform the Authority of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
 - (ii) deliver to the Authority the Specially Written Software and the software element of Project Specific IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within 7 days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority; and
 - (iii) without prejudice to Paragraph 2.11 (*Third Party Software and Third Party IPRs*), provide full details to the Authority of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs;
- (b) acknowledges and agrees that the ownership of the media referred to in Paragraph 2.2(a)(ii) shall vest in the Authority upon their receipt by the Authority; and
- (c) shall execute all such assignments as are required to ensure that any rights in the Specially Written Software and Project Specific IPRs are properly transferred to the Authority.

Supplier Software and Supplier Background IPRs

2.3 The Supplier shall not use any Supplier Non-COTS Software or Supplier Non-COTS Background IPR in the provision of the Services unless it is detailed in Annex 2 to this Schedule or sent to the Technical Board for review and approval granted by the Authority.

2.4 The Supplier hereby grants to the Authority:

- (a) subject to the provisions of Paragraph 2.17 (*Patents*) and Clause **35.11 b. (Consequences of Expiry or Termination)**, perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):
 - (i) the Supplier Non-COTS Software for which the Supplier delivers a copy to the Authority for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and
 - (ii) the Supplier Non-COTS Background IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function;
- (b) a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Authority and Supplier COTS Background IPRs on the licence terms identified in a letter in or substantially in the form set out in Annex 4 to this Schedule and signed by or on behalf of the Parties on or before the Effective Date provided always that the Authority shall remain entitled

Call-Off Schedule 12 (Intellectual Property Rights)

to sub-license and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms to those set out in Paragraphs 2.7 (*Authority's Right To Sub-Licence*) and 2.8 (*Authority's Right To Assign/Novate Sub-Licences*) in relation to the Supplier Non-COTS Software and Supplier Non-COTS Background IPRs; and

- (c) a perpetual royalty-free non-exclusive licence to use without limitation any Know-How, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs.
- 2.5 At any time during the Call-Of Contract Period or following termination or expiry of this Contract, the Supplier may terminate the licence granted in respect of the Supplier Non-COTS Software under Paragraph 2.4(a)(i) or in respect of the Supplier Non-COTS Background IPRs under Paragraph 2.4(a)(ii) by giving 30 days' notice in writing (or such other period as agreed by the Parties) if the Authority or any person to whom the Authority grants a sub-licence pursuant to Paragraph 2.7 (*Authority's Right To Sub-Licence*) commits any material breach of the terms of Paragraph 2.4(a)(i) or 2.4(a)(ii) or 2.7(a)(ii) (as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.
- 2.6 In the event the licence of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs is terminated pursuant to Paragraph 2.5, the Authority shall:
- (a) immediately cease all use of the Supplier Non-COTS Software or the Supplier Non-COTS Background IPRs (as the case may be);
 - (b) at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier Non-COTS Software and/or the Supplier Non-COTS Background IPRs (as the case may be); and
 - (c) ensure, so far as reasonably practicable, that any Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from any computer, word processor, voicemail system or any other device containing such Supplier Non-COTS Software and/or Supplier Non-COTS Background IPRs.

Authority's Right To Sub-Licence

- 2.7 Subject to Paragraph 2.17 (*Patents*) the Authority may sub-licence:
- (a) the rights granted under Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-licence is on terms no broader than those granted to the Authority;
 - (ii) the sub-licence authorises the third party to use the rights licensed in Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Authority's (or any other Central Government Body's) business or function; and

Call-Off Schedule 12 (Intellectual Property Rights)

- (iii) the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 3 to this Schedule; and
- (b) the rights granted under Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that:
 - (i) the sub-licence is on terms no broader than those granted to the Authority; and
 - (ii) the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Annex 3 to this Schedule duly executed by the Approved Sub-Licensee.

Authority's Right To Assign/Novate Licences

- 2.8 The Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 2.4(a) (*Supplier Software and Supplier Background IPRs*) to:
- (a) A Central Government Body; or
 - (b) 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 Authority.
- 2.9 Any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*).
- 2.10 If a licence granted in Paragraph 2.4 (*Supplier Software and Supplier Background IPRs*) is novated under Paragraph 2.8 (*Authority's Right To Assign/Novate Licences*) or there is a change of the Authority's status pursuant to Paragraph 2.9, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Authority.

Third Party Software and Third Party IPRs

- 2.11 The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non-COTS Software or Third Party Non-COTS IPRs unless detailed in Annex 2 to this Schedule or approval is granted by the Authority following a review by the Technical Board and has in each case either:
- (a) first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to the Authority on a royalty-free basis to the Authority and on terms no less favourable to the Authority than those set out in Paragraphs 2.4(a) and 2.5 (*Supplier Software and Supplier Background IPRs*) and Paragraph 2.8 (*Authority's Right To Assign/Novate Licences*); or
 - (b) complied with the provisions of Paragraph 2.12.
- 2.12 If the Supplier cannot obtain for the Authority a licence in respect of any Third Party Non-COTS Software and/or Third Party Non-COTS IPRs in accordance with the licence terms set out in Paragraph 2.11(a), the Supplier shall:

Call-Off Schedule 12 (Intellectual Property Rights)

- (a) notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and
- (b) use the relevant Third Party Non-COTS Software and/or Third Party Non-COTS IPRs only if the Authority has first approved in writing either:
 - (i) the terms of the licence from the relevant third party; or
 - (ii) use without a licence, with reference to the acts authorised and the specific IPR involved. In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Authority and the ordering of any Deliverable under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

2.13 The Supplier shall:

- (a) notify the Authority in writing of all Third Party COTS Software and Third Party COTS IPRs that it uses and the terms on which it uses them; and
- (b) unless instructed otherwise in writing by the Authority in any case within 20 Working Days of notification pursuant to Paragraph 2.12 use all reasonable endeavours to procure in each case that the owner or an authorised licensor of the relevant Third Party COTS Software and Third Party COTS IPRs grants a direct licence to the Authority on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the relevant third party.

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

Termination and Replacement Suppliers

2.15 For the avoidance of doubt, the termination or expiry of this Contract shall not of itself result in any termination of any of the licences granted by the Supplier or relevant third party pursuant to or as contemplated by this Paragraph 2.

2.16 The Supplier shall, if requested by the Authority in accordance with Call-Off Schedule 10 **Exit Management** and at the Supplier's cost:

- (a) grant (or procure the grant) to any Replacement Supplier of:
 - (i) a licence to use any Supplier Non-COTS Software, Supplier Non-COTS Background IPRs, Third Party Non-COTS IPRs and/or Third Party Non-COTS Software on a royalty-free basis to the Replacement Supplier and on terms no less favourable than those granted to the Authority in respect of the relevant Software and/or IPRs pursuant to or as contemplated by this Paragraph 2 subject to receipt by the Supplier of a confidentiality undertaking in its favour in or substantially in the form set out in Annex 3 to this Schedule executed by the Replacement Supplier;
 - (ii) a licence to use any Supplier COTS Software and/or Supplier COTS Background IPRs, on terms no less favourable (including as to indemnification against IPRs Claims) than those on which such software is usually made commercially available by the Supplier; and/or

Call-Off Schedule 12 (Intellectual Property Rights)

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

Patents

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

3 LICENCES GRANTED BY THE AUTHORITY

- 3.1 Subject to Paragraph 3.3, the Authority hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence to use the Authority Software, the Authority Background IPRs, the Specially Written Software and the Project Specific IPRs and the Authority Data for the purpose of using or exploiting the Specially Written Software and the Project Specific IPRs, including (but not limited to) the right to grant sub-licences to Sub-contractors provided that:
 - (a) any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (*What You Must Keep Confidential*);
 - (b) the Supplier shall not, without the Authority's prior written consent, use the Authority Software, Authority Background IPRs and the Authority Data for any other purpose or for the benefit of any person other than the Authority; and
 - (c) the Supplier shall not, without the Authority's prior written consent, use the Specially Written Software and the Project Specific IPRs for any other purpose or for the benefit of any person other than the Authority.
- 3.2 On the expiry of the licence granted pursuant to Paragraph 3.1 any sub-licence granted by the Supplier in accordance with Paragraph 3.1 shall terminate automatically and the Supplier shall:
 - (a) immediately cease all use of the Authority Software, the Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and the Authority Data (as the case may be);
 - (b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and the Authority Data, provided that if the Authority has not made an election within 6 months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and the Authority Data (as the case may be); and
 - (c) ensure, so far as reasonably practicable, that any Authority Software, Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any Supplier computer, word processor, voicemail system or any other Supplier device containing such Authority Software, Authority Background IPRs, the Specially Written Software, the Project Specific IPRs and/or Authority Data.
- 3.3 The Supplier may use or exploit the Specially Written Software and/or the Project Specific IPRs provided that:

Call-Off Schedule 12 (Intellectual Property Rights)

- (a) the Supplier must always offer a price and solution to the Authority which is in accordance with the Charges;
 - (b) where the Supplier proposes to exploit Specially Written Software and/or the Project Specific IPRs, that it provides a detailed proposal of its plans for exploitation of the Specially Written Software and/or the Project Specific IPRs and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the Specially Written Software and/or the Project Specific IPRs, the target markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Authority to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Authority may reasonably request;
 - (c) where the Supplier proposes to discount the prices offered to the Authority in return for the right to exploit Specially Written Software and/or the Project Specific IPRs, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 3.3(b) above have been applied to the price for the Deliverables offered to the Authority and other potential users;
- 3.4 The Supplier acknowledges and agrees that the Authority is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Authority will need to consider its position and approach on a case by case basis.

ANNEX 1: SPECIALLY WRITTEN SOFTWARE AND PROJECT SPECIFIC IPRS

Name of Specially Written Software and Project Specific IPRs	Details

Call-Off Schedule 12 (Intellectual Property Rights)

ANNEX 2: SOFTWARE

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Total Number of Licences	Restrictions	Type (COTS or Non-COTS)	Call-Of Contract Period / Expiry

Call-Off Schedule 12 (Intellectual Property Rights)

ANNEX 3: FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [date] 20

BETWEEN:

- (1) [insert name] of [insert address] (the “Sub-licensee”); and
- (2) [insert name] of [insert address] (the “Supplier” and together with the Supplier, the “Parties”).

WHEREAS:

- (A) [insert name of Authority] (the “Authority”) and the Supplier are party to a contract dated [insert date] (the “Contract”) for the provision by the Supplier of [insert brief description of services] to the Authority.
- (B) The Authority wishes to grant a sub-licence to the Sub-licensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “Sub-licence”).
- (C) It is a requirement of the Contract that, before the Authority grants such sub-licence to the Sub-licensee, the Sub-licensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

“Confidential Information” means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 2018, and however it is conveyed, provided by the Authority to the Sub-licensee pursuant to or in connection with the Sub-licence that relates to:
 - (i) the Supplier; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier;
- (b) the source code and the object code of the software sub-licensed to the Sub-licensee pursuant to the Sub-licence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation

Call-Off Schedule 12 (Intellectual Property Rights)

supplied by the Supplier to the Authority pursuant to or in connection with the Sub-licence;

(c) other Information provided by the Authority pursuant to this Agreement to the Sub-licensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sub-licensee's attention or into the Sub-licensee's possession in connection with the Sub-licence; and

(d) Information derived from any of the above,

but not including any Information that:

(a) was in the possession of the Sub-licensee without obligation of confidentiality prior to its disclosure by the Authority;

(b) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(c) was independently developed without access to the Information;

“Information”

means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sub-licence”

has the meaning given to that expression in recital (B) to this Agreement.

1.2 In this Agreement:

(a) a reference to any gender includes a reference to other genders;

(b) the singular includes the plural and vice versa;

(c) the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

(d) references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

(e) headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

(f) references to Clauses are to clauses of this Agreement.

2 Confidentiality Obligations

2.1 In consideration of the Authority entering into the Sub-licence, the Sub-licensee shall:

(a) treat all Confidential Information as secret and confidential;

Call-Off Schedule 12 (Intellectual Property Rights)

- (b) have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- (c) not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- (d) not transfer any of the Confidential Information outside the United Kingdom;
- (e) not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sub-licence;
- (f) immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- (g) upon the expiry or termination of the Sub-licence:
 - (i) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (ii) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sub-licensee) from any computer, word processor, voicemail system or any other device; and
 - (iii) make no further use of any Confidential Information.

3 Permitted Disclosures

- 3.1 The Sub-licensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:
 - (a) reasonably need to receive the Confidential Information in connection with the Sub-licence; and
 - (b) have been informed by the Sub-licensee of the confidential nature of the Confidential Information; and
 - (c) have agreed to terms similar to those in this Agreement.
- 3.2 The Sub-licensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sub-licensee.
- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sub-licensee shall, if the circumstances permit:
 - (a) notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - (b) ask the court or other public body to treat the Confidential Information as confidential.

4 General

- 4.1 The Sub-licensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.

Call-Off Schedule 12 (Intellectual Property Rights)

- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
- (a) to grant the Sub-licensee any licence or rights other than as may be expressly stated in the Sub-licence;
 - (b) to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - (c) as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sub-licence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sub-licensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sub-licensee of any of the provisions of this Agreement. Accordingly, the Sub-licensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Sub-licensee to the Supplier for any breach of this Agreement shall be limited to ten million pounds (£10,000,000).
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5 Notices

- 5.1 Any notice to be given under this Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.
- 5.2 Any Notice:
- (a) if to be given to the Supplier shall be sent to:
[Address]
 Attention: **[Contact name and/or position, e.g. "The Finance Director"]**
 - (b) if to be given to the Sub-licensee shall be sent to:
[Name of Organisation]
[Address]
 Attention: **[]**

6 Governing law

Call-Off Schedule 12 (Intellectual Property Rights)

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.
- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of **[name of Supplier]**

Signature: _____ Date:

Name: _____ Position:

For and on behalf of **[name of Sub-licensee]**

Signature: _____ Date:

Name: _____ Position:

Call-Off Schedule 12 (Intellectual Property Rights)

ANNEX 4: FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

[Supplier letterhead]

**[insert Authority
name and address]**

[Date]

Dear Sirs

LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRs

We refer to the agreement between us dated **[insert date]** in respect of **[brief summary of subject of the Agreement]** (the “**Contract**”). Capitalised expressions used in this letter have the same meanings as in the Agreement.

In accordance with Paragraph 2.4 (b) of this Schedule of the Contract we confirm that:

- 1 the Authority is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “Appendix”) on the terms of the licences identified in the second column of the Appendix (the “Licences”); and
- 2 notwithstanding any provision to the contrary in the Licences, it is agreed that the Authority may sub-license, assign and novate the Supplier COTS Software and Supplier COTS Background IPRs as referred to in Paragraph 2.4(b) of this Schedule of the Contract.

Yours faithfully,

Signed:

On behalf of **[name of the Supplier]**

Call-Off Schedule 14 (Service Levels)**Call-Off Schedule 14 (Service Levels)****1. Definitions**

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Authority in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What Happens If You Don't Meet The Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Authority to the rights set out in Part A of this Schedule.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Authority's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Authority being required to make a compensation payment to one or more third parties; and/or
- 2.4.2 the Authority is entitled to or does terminate this Contract pursuant to Clause 10.4 (When the Authority Can End the Contract).
- 2.5 Not more than once in each Contract Year, the Authority may, on giving the Supplier at least 3 Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.5.2 the principal purpose of the change is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry

Call-Off Schedule 14 (Service Levels)

standards; and

there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for Material Default.

Call-Off Schedule 14 (Service Levels)

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for Material Default).

Call-Off Schedule 14 (Service Levels)**Annex A to Part A: Services Levels and Service Credits Table**

KPI Number	Topic	What is Measured	Green Score	Amber Score	Red Score
1	Quality	The number of comments or versions of Draft Final Deliverable(s) until a Final deliverable is accepted by the Authority. ¹	2 rounds of Draft report before a Final deliverable is agreed by the Authority	Final deliverable requires more than 2 rounds of Drafts before Final deliverable is agreed	Final deliverable requires more than 3 rounds of Draft before Final version is agreed and initial Draft versions require, in the opinion of the Authority, significant Authority input and or questions to be resolved.
2	Timeliness	Deliverables are provided to the Authority in line with those dates in the Specification, or where changes are agreed with by the Authority (to note, this excludes knowledge sharing activities as that is subject to KPI 5 below)	Deliverables are provided on the day expected, or a delay is caused by a genuinely unforeseeable event (not including staff leaving the organisation)	Deliverables are delayed by up to a week and caused by an issue which is within the control of the Supplier.	Deliverables are delayed by over a week which are caused by a reasonable, in the view of the Authority, foreseeable event which is within the control of the Supplier.
3	Accuracy	Deliverables are error free and there are inaccuracies in evidence, analysis and report text and formatting. Errors would include omissions, such as failing to identify, adequately assess or document material risks that any reasonably qualified and diligent professional would have identified and reported on. As these will not always be apparent until the passage of time, the Authority	The Final deliverable is error free in the view of the Authority through the life of the contract.	The Authority identifies minor (in the opinion of the Authority) errors in the Final or Draft deliverables, or where the Authority is made aware of errors in Draft versions. The errors could become apparent through the passage of time.	The Authority identifies major (in the opinion of the Authority) errors in the Final or Draft deliverable, or where the Authority is made aware of errors in Final deliverables which results in an internal review determining the recommendations of the Final deliverable are in light of new evidence which could be reasonably obtained by the Supplier during delivery of the Requirement, be inappropriate.

¹ The Authority may choose to apply a scoring criteria to the deliverable to assist them accurately apply this or other KPIs.

Call-Off Schedule 14 (Service Levels)

KPI Number	Topic	What is Measured	Green Score	Amber Score	Red Score
		reserves the right to amend a score of a KPI if the error transpires in subsequent years. This is without prejudice to any rights the Authority has under Tort law.			The errors could become apparent through the passage of time.
4	Interpretability	Deliverables are presented in a way that recommendation are clear and unequivocal, with reasonable assumptions and caveats being clearly identified and minimised and where technical professionals are able to understand the arguments detailed in the deliverables in order to make informed decisions.	Deliverables are worded clearly and from this, and engagement throughout their production, the Authority officers feel confident they understand the recommendations and its justification.	The Authority officers are not satisfied that the Final deliverable clearly identifies recommendations and justification for these, where there is partial ambiguity or where clarity is missing, or where there is ambiguity in the response.	Authority officers are not satisfied that the final deliverable provides recommendations, or where the response is deemed by the Authority to be difficult to fully appreciate the risks to be faced.
5	Knowledge Sharing	Activities and deliverables as defined in the Institutional Improvement Plan are being delivered according to proposed timelines.	Deliverables are provided on the day expected, or a delay is caused by a genuinely unforeseeable event (not including staff leaving the organisation)	Deliverables are delayed by up to a week and caused by an issue which is within the control of the Supplier.	Deliverables are delayed by over a week which are caused by a reasonable, in the view of the Authority, foreseeable event which is within the control of the Supplier.
6	Social Value	Delivery of 2 Scope 1-3 emissions and net zero pathways training. Workshops delivered within 6 months of contract commencement. Attendance and feedback from these workshops are collated and reported back to the Authority.	Workshops are delivered on time, or a delay is caused by a genuinely unforeseeable event (not including staff leaving the organisation).	Workshops are delayed by up to a week and caused by an issue which is within the control of the Supplier.	Workshops are delayed by over a week which are caused by a reasonable, in the view of the Authority, foreseeable event which is within the control of the Supplier.

Call-Off Schedule 14 (Service Levels)

1. Performance outcomes

- 1.1. There will be no Service credits applied to this Call Off Contract. Where Performance levels result in an amber or red score the following actions will be undertaken:
- 1.2. Supplier performance will be measured using contract Key Performance Indicators (KPI) The requirements of the Contract Terms and Conditions will apply throughout service delivery.
- 1.3. KPIs will be used to align the Supplier's performance with the requirements of the Authority. Contract KPIs must be realistic and achievable, and also have to be met, in order to demonstrate that the service is being delivered to an adequate quality.
- 1.4. Progress on KPI 6 will be reported quarterly and will be scored only annually.
- 1.5. The Authority reserves the right to seek to amend the KPI's detailed below or add any new KPI's throughout delivery should the Authority or Supplier believes changes are required to improve the Services. Any changes to the KPI's will be by mutual agreement with the Supplier and be confirmed by way of a formal contract amendment. The Supplier may propose changes to KPIs also throughout delivery which would be considered by the Authority, so long as the nature of the KPIs nor the risk profile of the Contract as a whole is not significantly changing.
- 1.6. The Authority will compile all KPI assessments undertaken prior to the quarterly Contract meeting. The provisional results of this will be shared with the Supplier for comment, before a final set is agreed and signed off during the following quarterly Contract meeting.
- 1.7. Performance of each KPI will be recorded against a red, amber, green "score", as described below. These levels of performance are detailed in the table below.
- 1.8. Where KPI's have not been met (amber or red score) as a result of measures or activities outside of the Supplier's direct control, the Authority may choose to disregard the KPI and corrective measures in that instance.
- 1.9. Where a KPI scores red then a Rectification Plan is required to be undertaken.
- 1.10. Where a KPI scores an amber at least twice in three consecutive reporting periods, a Rectification Plan is required.
- 1.11. Where a Rectification Plan is required, the Supplier must consider the content of Joint Schedule 10 (Rectification Plan) for the content of the Rectification plan, however the final structure of this must be agreed between the Supplier and the Authority.

Call-Off Schedule 14 (Service Levels)

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within 20 Working Days of the Start Date the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Authority with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Authority may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a three monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Authority of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within 1 week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Authority shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Authority's Representative; and
 - 1.3.3 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 Authority's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Authority's Representative at each meeting.
- 1.5 The Supplier shall provide to the Authority such documentation as the Authority may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Authority 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 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):

"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule;
--------------------------	--

2. Project Management

- 2.1 The Supplier and the Authority 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 agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager(s) shall be:
- 3.1.1 the primary point of contact to receive communication from the Authority and will also be the person primarily responsible for providing information to the Authority;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Authority before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Supplier's Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Authority has received notification of the proposed change.
- 3.2 The Authority may provide revised instructions to the Supplier's Contract Manager(s) in regard 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.
- 3.3 Receipt of communication from the Supplier's Contract Manager(s) by the Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
- 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.

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

- 4.3 The Supplier allows the Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Authority and the Supplier have identified.

Call-Off Schedule 19 (Call-Off Specification)

Call-Off Schedule 19 (Call-Off Specification)

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

1. Introduction

- 1.1. Great British Energy (“GBE”) is a company registered in Scotland, with the Secretary of State for the Department for Energy Security & Net Zero (DESNZ) being the sole shareholder.
- 1.2. GBE will be a publicly owned generation company. It will invest in, develop, build and operate the technology the UK needs to increase its energy independence and give communities a direct stake in the clean energy revolution. It will do this through its own initiatives but also through partnering and working collaboratively with industry, local authorities and communities and other public sector organisations, to spread skilled jobs and investment across the country.
- 1.3. Until GBE is fully functional its sponsored Department, the Department for Energy Security and Net Zero (“DESNZ”), will be commissioning requirements on GBE’s behalf. This is likely to include DESNZ making investments itself and then transferring this to GBE at that time it is in a suitable position to receive them.
- 1.4. At the point of contracting, no legal rights over deliverables will be conferred to GBE. However, DESNZ reserves the right to confer these at a time during delivery or consider novating the contract to GBE.
- 1.5. References to the “Authority” in this specification as such will refer to DESNZ.

2. Background to the requirement

- 2.1. GBE has identified up to six early Floating Offshore Wind (FLOW) investment opportunities and wishes to investigate whether it should invest in each of these. Its intentions are still very much in the early phases and as such is undertaking a series of activities that will inform its future business investment decisions and desired outcomes for the FLOW project.
- 2.2. [REDACTED]
[REDACTED]
[REDACTED]
- 2.3. These projects are all pre-Financial Investment Decision (FID) stage. To note that GBE investment or engagement with any of these projects will not result in favoured positions for the Contracts for Difference (CfD) programme which is managed by DESNZ and appropriate ethical walls between DESNZ CfD team and GBE are present. The role of GBE once investment has been made is subject to negotiation with each party.

Call-Off Schedule 19 (Call-Off Specification)

- 2.4. DESNZ intends to engage the services of a Supplier to provide Technical Advice to support aspects of the Authority's activities as per 2.2 above.
- 2.5. GBE have had preliminary stakeholder engagement conversations with the following organisations, listed alphabetically, in order to understand the likely technical support requirements in this market which may be required:

■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

None of these organisations are on the ENZPS Framework and should bidders wish to speak to those members of these organisations who GBE engaged with individually, then the Authority can share contact details upon request.

3. Scope and Objectives of Requirement

- 3.1. This requirement is for the provision of Technical Advice to support the Authority in undertaking an initial assessment and evaluation of identified FLOW projects prior to committing to any future investment decisions.
- 3.2. In parallel, DESNZ is procuring a commercial/financial advisor to provide financial and commercial advice and due diligence on these projects. A legal advisor is currently secured. The Supplier will be required to work with these other partner organisations to provide a coordinated response with knowledge sharing activities as well as seeking opportunities for efficiency together.
- 3.3. The services will span three phases.

Phase 1

- 3.4. Provision of technical advice to assist the Authority in making a decision on whether to pursue certain projects to the next stage of an investment transaction. The work will be of a call-off nature, and the Supplier will work with the Authority's transaction team in the early (pre-due diligence) phase of commercial assessment to provide advice relating to the projects and their key strengths, weaknesses and obstacles to delivery. This will include support on the FLOW market, summaries of the project status, an assessment of the status and track record of the technologies proposed, as well as their stakeholders, and a review of basic cost and technical/operational inputs that will be used in development of an economic model for valuation. The model itself will be developed separately by the financial due diligence partner. Deliverables from this phase will be agreed on a call-off basis but are likely to comprise a written summary of the advice in short format.

Phase 2

- 3.5. Provision of technical due diligence for the selected FLOW projects identified from the outcome of Phase 1, if the Authority chooses to proceed on them. The Supplier should note that the Authority reserves the right to not undertake Phase 2 and/or

Call-Off Schedule 19 (Call-Off Specification)

Phase 3 under this service and may at its sole discretion procure Phases 2 and/or 3 under a separate contract arrangement.

- 3.6. The Supplier will be required to engage with Authority's personnel at management/ministerial level, therefore it is imperative that the Supplier's personnel are suitably qualified and experienced to provide expert advice and engagement at senior management/board level.
- 3.7. The Authority has identified the FLOW projects that will be the focus of the activities to be undertaken in the provision of this service. The Supplier and its key personnel, including any proposed sub-contractor to be engaged for this service will be required to sign non-disclosure agreements (NDA) prior to the Authority sharing information regarding these projects.

Phase 3

- 3.8. As an option for the Authority to decide on; to deliver Technical support on the projects as they move to investment as well as ad hoc support or advice on the FLOW market and the Authority's and or GBE's interaction with it. This support will run until the maximum contract value is met, or the Contract end date, whichever occurs first unless either is varied.
- 3.9. The Authority may also request support on activities required post investment relating to the project delivery post FID. This could also include support on asset management, reporting, monitoring and performance assurance during construction and later in delivery. These activities have not been scoped at this stage and will likely be defined as part of the investment decision making process. Support in identifying and scoping of these activities may be requested of the Supplier, if budget remains available.
- 3.10. Elements of this Phase 3 activity is unlikely to, but nevertheless may, occur during Phases 1 and 2.

4. Key Requirements – Phase 1: Technical Advice

- 4.1. The Supplier will provide technical advice in the following areas:
 - 4.1.1. Technical advice on the technologies involved to inform the activity of "Commercial Front End work". See workflow diagram below.
 - 4.1.2. Support on economic evaluation, including assessment of key technology dependent economic inputs.
 - 4.1.3. Support to feed into a red flag report/risk assessment of projects; and
 - 4.1.4. Recommendations for potential future due diligence scoping report (the scoping report itself will be prepared by the Authority).

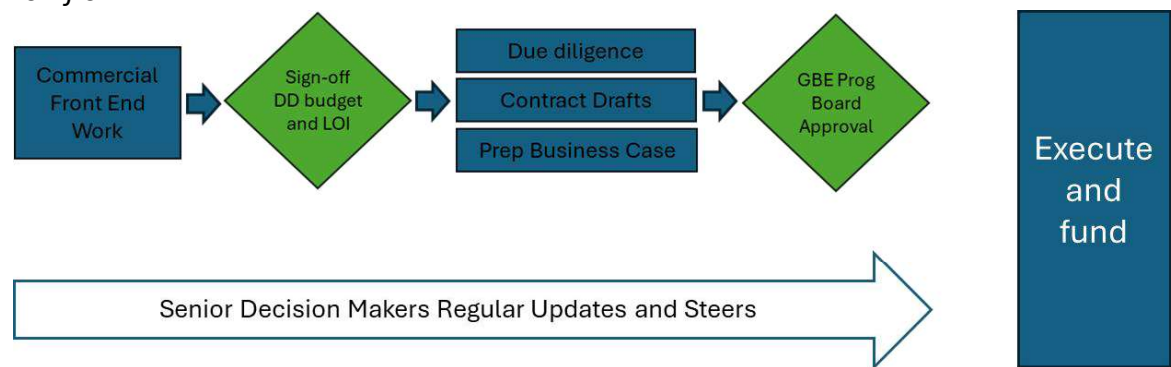
Call-Off Schedule 19 (Call-Off Specification)

- 4.2. The Supplier is not expected to be able to cost this Phase 1 at the point of tendering. As such they will be required to provide an indicative cost for Phase 1 as part of their tendering submission which will be for information only, and based on their proposed methodology for this Phase 1 also received as part of the tender submission.
- 4.3. This costed plan will be a live document and will be updated and shared weekly with the identified Authority’s Contract Manager (unless frequency agreed otherwise). This is to ensure transparency on activities undertaken and their cost for delivery. It will also allow flexibility for requirements and scope to evolve depending on identified requirements. All activities will require confirmation from the Authority Contract Manager to proceed.

Overview of the Authority’s Simplified Transaction Process for Year 1 GBE Investments

- 4.4. For these first investments GBE is intending a trial process has been identified and is detailed below.

Figure 1: Initial GBE Investment Workflow



Commercial Origination Phase

- 4.5. The commercial origination phase starts with the first contact with the target company and involves conducting all necessary internal research to understand and value the investment, and negotiation of an appropriate transaction structure with both the target, and at least one partner investor. The endpoint of the commercial origination phase should be a formal decision that will release funding for due diligence and advisor fees (e.g. legal for investment documentation) and authorise the Authority or GBE to sign a Letter of Intent (LOI). During this phase, check-ins with senior decision makers should occur both regularly and on an ad-hoc basis, when necessary, such that early deals are shaped with the full understanding and buy-in of senior decision-makers.

- 4.6. [REDACTED]

Sign-off DD Budget and LOI

4.7. This is the first formal approval stage. Although the decision at this stage will not authorise GBE to commit to a legally binding investment agreement, the approvers should nevertheless have concluded that the Authority or GBE should make the proposed investment subject only to issues discovered during due diligence that materially change the value or risk of the investment, or issues arising during the negotiation of the final investment documentation that cannot be resolved.

¹ Discounted Cash Flow

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Call-Off Schedule 19 (Call-Off Specification)

5. Key Requirements – Phase 2: Due Diligence

5.1. The Supplier will provide technical advice in the following areas:

- 5.1.1. Production of a Technical Advisor due diligence report in line with the due diligence scoping report produced by the Authority and or GBE in Phase 1
- 5.1.2. To support, if required, production of the contract documents.
- 5.1.3. To support, if required, production of the business case documentation.

5.2. The Supplier is not expected to be able to cost this Phase 2 at the point of tendering. As such they will be required to provide an indicative cost for Phase 2 as part of their tendering submission which will be for information only and based on their proposed methodology for this Phase 2 also received as part of the tender submission.

5.3. This costed plan will be a live document and will be updated and shared weekly with the identified Authority's Contract Manager (unless frequency agreed otherwise). This is to ensure transparency on activities undertaken and their cost for delivery. It will also allow flexibility for requirements and scope to evolve depending on identified requirements. All activities will require confirmation from the Authority Contract Manager to proceed.

Conflicts of Interest

5.4. If the Supplier has identified that their organisation holds a Conflict of Interest (Col), real or perceived, with a party to be investigated and or other potential investees, this is required to be declared to the Authority. If this Col cannot be mitigated suitably, to the satisfaction of the Authority, then the Supplier will not undertake due diligence on that identified project, and another Supplier will be sought, likely through competition.

5.5. At the point of tendering for these Technical Advisor Services, it is the view that the Authority is likely to adopt a risk-averse or precautionary approach to Col. This may be subject to change.

Due Diligence

5.6. The due diligence provided by the Supplier will initially be based on the due diligence scoping report prepared in Phase 1 and then confirmed and refined by the Authority and or GBE team. Scope increases may be necessary during the process if unexpected issues arise.

5.7. For transactions of the size contemplated, due diligence is necessarily conducted at a reasonably high level. The intention is to ensure that no show stopping issues exist and that relied-on information and assumptions are reasonable.

Call-Off Schedule 19 (Call-Off Specification)

- 5.8. It is to be acknowledged that all development-stage projects retain a relatively high level of commercial risk. This should be reflected in the valuation, rather than expecting DD to show a risk-free project.
- 5.9. Due diligence reports from other advisors such as financial and or legal may also be produced. Any necessary interaction with the target project including managing question and answer sessions should be managed by the GBE Transaction Leads to maintain a strong relationship with the target company.
- 5.10. The due diligence phase may be carried out jointly with a 3rd party investor who intends to invest alongside the Authority or GBE. In this event, reliance may be sought for both parties.
- 5.11. The GBE Transaction team should monitor the ongoing progress of the due diligence. In the event that a very material unexpected issue arises, due diligence spending may be paused whilst the GBE Transaction team works on a practical or commercial solution to the issue.
- 5.12. The Supplier will ultimately provide a due diligence report as the main deliverable to this Phase 2. In reality, some of the more general confirmation-type due diligence will fall to the GBE Transaction team who should include this is a final due diligence report that also summarises the conclusions of the Technical Advisor's due diligence report as well as incorporating advice from other advisers (e.g. legal) if necessary. The precise scope of the due diligence phase will be set out in the due diligence scoping document produced (by the Authority with input from the Supplier) in phase 1.
- 5.13. The topic areas of due diligence the Technical Advisor is expected to provide due diligence include, but may not be limited to, based on the outputs of Phase 1:
 - 5.13.1. Technology and construction deliverability assessment of the project
 - 5.13.2. Project viability assessment (covering consenting, onshore and offshore sites, and grid connection)
 - 5.13.3. Resource assessment
 - 5.13.4. High level assessment on the Health and Safety and Environmental processes and credentials of the project
 - 5.13.5. Investment milestones
 - 5.13.6. Areas for further investigation

Contract Drafting support

- 5.14. The Authority may seek support from the Technical Advisor to feed in to the Contract Drafting.

Prepare Business Case/Investment Committee Paper

Call-Off Schedule 19 (Call-Off Specification)

- 5.15. The business case to be prepared at this stage will typically reflect all the deliverables from the previous Phases in particular highlighting any material changes to the previous documents arising from the due diligence or coming to light as a result of the final commercial negotiations.
- 5.16. This work stream will in parallel ensure that all necessary work and assessments required for the Authority or GBE to make an investment are concluded prior to the final investment decision – for example subsidy control assessment.
- 5.17. The Supplier may be required to support in the drafting of the business case, in particular around findings from the due diligence report or summaries of the technology and risks the Authority may face.

6. Key Requirements – Phase 3: Ad Hoc Technical Support

- 6.1. In addition to the Technical Advice to be provided for Phases 1 and 2, the Authority may require additional technical support for the duration of the contract. The Authority may seek support from the Supplier if it has any technology, environmental, social or governance queries in relation to the FLOW project. It is not at this stage known what form or quantity this support would be.
- 6.2. The Authority will therefore request access to the Supplier's resources to assist in answering queries about the specific FLOW projects as the Authority moves towards investing in them. This will be on a time and materials basis.
- 6.3. This will be managed through the following process:
 - 6.3.1. Authority will email query to the Supplier.
 - 6.3.2. Supplier responds via email within three working days, with confirmation or rejection if can respond to the query.
 - 6.3.3. If the query is brief and can be responded to within 2 hours, this will not be charged to the Authority.
 - 6.3.4. If the response is likely to take longer than 2 hours, then the Supplier will arrange a telephone call with the Authority to discuss the task in full.
 - 6.3.5. After an initial telephone call to discuss the task; the Supplier will develop a costed task, using the contracted rates and submit this to the Authority for approval to proceed.
 - 6.3.6. The Supplier will then deliver the task to the agreed deliverables, cost and timeframe.

7. Delivery Milestone and Timeline

- 7.1. The below table identifies the required deliverables from the Supplier in relation to the Phase 1 activities. Technical Support will be subject to its own agreed timelines.
- 7.2. Changes to the below table must be agreed by both parties.

Call-Off Schedule 19 (Call-Off Specification)

Table 1 Deliverables

Deliverable	Estimated date
Business Continuity and Disaster Recovery and Exit Management Plan	Award plus 3 weeks
Detailed information request to the Third Party	Award plus 2 weeks
Draft outline of Report Headings and Structure	Award plus 2 weeks
Institutional Improvement Plan	Award plus 10 weeks
Draft report	Award plus 5 weeks
Finalised Report signed off by Authority	Award plus 6 weeks
Presentation of Report	Award plus 6 weeks

7.3. Timeline relating to Phase 2 deliverables will be agreed between the Authority and the Supplier when the extend of Phase 2 is defined.

8. Governance and Working Arrangements

8.1. The Supplier will identify a contract manager who will act as the primary contact between the Authority and the Supplier. The Authority will identify a Contract Manager counterpart.

8.2. The Authority will identify an individual from the named project who will be the Supplier's primary contact for arranging information sharing on the technical information.

8.3. The Authority will facilitate an initial meeting between the Supplier and project personnel at contract implementation, however the Supplier will be required to take ownership of, and lead on all future engagement with the third party for the duration of the contract.

8.4. The Supplier must agree a working relationship with the identified party which allows the sharing of commercially confidential information in order for the Supplier to successfully deliver these requirements. Where the third party is preventing this, the Supplier is required to notify the Authority at the earliest opportunity. Likewise, if the third party is not responding promptly to information requests from the Supplier this is required to be flagged to the Authority at the first opportunity.

8.5. Where the Supplier is waiting for the third party to respond to information so that it cannot continue delivering the requirements until it receives this information, then the Supplier is not permitted to request additional funding from the Authority to manage this period.

8.6. The Supplier, the Supplier's key personnel for this service will be required to sign individual Non-Disclosure Agreements (NDA) for the performance of this Service. The NDA shall remain in force for 5 years from the contract end date.

8.7. The Authority would request a regular telephone update on project progress, at least weekly, but more frequently if the project requires.

Call-Off Schedule 19 (Call-Off Specification)

- 8.8. There will be formal 3 monthly Contract Management meetings, where performance of the Contract to date will be discussed, including reference to performance against KPIs.

9. Contract break points

- 9.1. Should following Phase 1 the Authority makes the decision that no due diligence activities are to proceed, or that the Supplier identified insurmountable conflicts of interest with any of the parties identified to conduct due diligence on, or that performance of the Supplier has resulted in more than one red KPI to date, then the Authority reserves the right to end the Contract at this point once all Phase 1 deliverables are presented and agreed. At this point, a Contract variation will be agreed to formally end the contract early.
- 9.2. Alternately, the Authority may choose to proceed with Phase 3 only of the contract with the Supplier if insurmountable conflicts of interest are identified.

10. Intellectual Property

- 10.1. The Authority will own the intellectual property of all deliverables, see Call off Schedule 12. The output will be for use by DESNZ and GBE. The Supplier is not permitted to make reference to this project or publicise their engagement in this project as case study for marketing purposes or in response to tender opportunities. Its use in other projects or for teaching purposes is also not permitted.
- 10.2. The Authority reserves the right to share any output with other investment parties. Outputs may be developed primarily for the Authority, but also for other investment parties use. This may require the Supplier to develop a non/reliance letter for co-investors. Confirmation of this is expected to be made at the point a decision is made on which projects can commence due diligence.

11. Knowledge sharing

- 11.1. The Technical Advisor for all deliverables being produced also develop draft templates and accompanying guidance documents which GBE and the Authority will use in the future for developing its own staff skill set and knowledge. To note however, production of this should not detrimentally impact the deliverables and the timelines of reports and the Authority may on a case by case basis request that deliverables are prioritised over templates and guidance.
- 11.2. The Technical Advisor should develop an Institutional Improvement Plan on how it will identify areas of skill sets the Authority and or GBE should improve on and then a proposal for outputs which would improve the Authority and or GBE institutional skill set and knowledge of due diligence process. This will be costed for as part of scoping for the technical due diligence activity. A draft of this is required by the Authority within 8 weeks of the Contract Commencement.

Call-Off Schedule 19 (Call-Off Specification)

- 11.3. The Authority would like to explore opportunities for junior staff to shadow the Technical Advisor when developing outputs and may be available to complete some tasks as if they were part of the Technical Advisory team.

12. Quality Management

- 12.1. The Supplier should have measures in place to ensure that **all** deliverables produced are of a high quality. In particular, the final deliverable must be:
- Appropriate for publication by a Government Department.
 - **Free from any errors** (such as, but not limited to, factual, grammatical, and formatting errors).
 - Appropriately and robustly quality assured; approved by a senior member of the Supplier's team; and supported by a quality assurance log.
 - Reflective and inclusive of the proposals made by the Supplier in their original tender.
- 12.2. If the Authority deems that the final deliverable is of unsatisfactory quality, for example, it contains grammatical errors or is insufficiently quality assured, then the Authority reserves the right to make rounds of comments on areas that require addressing on the final deliverable. The Authority also reserves the right to withhold final payment until a final deliverable of satisfactory quality, as deemed by the Buyer, is delivered.
- 12.3. The Authority expects **all** deliverables to be of a high quality. However, the Authority appreciates that other deliverables (this meaning those deliverables that are **not** the final deliverable, such as a draft report) may contain some minor errors.
- 12.4. Suppliers should factor quality assurance measures into workplan timelines.

13. Supplier Skill and Knowledge Set

- 13.1. We would expect the Supplier to have a suitable team who are knowledgeable in the following fields:
- 13.1.1. The FLOW technology and market sector
 - 13.1.2. Investment process
 - 13.1.3. Technical Due Diligence activity

14. Sub-Contracting

- 14.1. The Supplier may choose to sub-contract any elements of delivery of this contract. If it chooses to do so, then it must be on a non-exclusive basis. It will be the Suppliers role to manage the output of any sub-contractor and assure their quality. The Authority wishes to have a single point of contact with the Supplier for the delivery of this requirement and does not intend to liaise directly and in isolation with any sub-contracting parties.

15. Data Security

Call-Off Schedule 19 (Call-Off Specification)

- 15.1. The Supplier must ensure all information received by any party is stored securely and all information is treated as commercially confidential in accordance with the Data Management Schedule of the Contract.

16. Business Continuity, Disaster Recovery and Exit Management

- 16.1. Within the first four weeks of the contract the Supplier is required to produce a brief Business Continuity and Disaster Recovery Plan as well as an Exit Management Plan, in accordance with Call off Contract Schedules 8 and 10. This is to be presented to the Authority for comment and approval.
- 16.2. The content of these plans will be in accordance with the Schedules referred to and are recommended to be at a Supplier's Corporate level as opposed to developing something bespoke for this Contract. It is noted that these documents are intended to be brief and, subject to the Authority's approval, each to be no more than 3 pages in length.

17. Conflict of Interest

- 17.1. The Authority is taking a risk adverse approach to conflict of interest.
- 17.2. The Supplier must demonstrate, to the Authority's satisfaction, that any conflict of interest between it and the FLOW Project third party is fully mitigated before any work with that party can proceed.
- 17.3. If any Conflict of Interest were to arise during the contract duration the Authority must be informed at the earliest opportunity. The Authority reserves the right to inform the Supplier to stop work with a project, if it considers the conflict of interest or the mitigation measures proposed to be insurmountable.

18. Budget, Payment and Duration

- 18.1. The Authority has created a 'genuine pre-estimate' of costs for this service. The budget for all elements of this Contract is £250,000 inclusive of VAT.
- 18.2. This is a maximum value of the Contract and apart from the fixed price elements of Contract Management activities, the Authority reserves the right not to spend any additional amount under this Contract if not required.
- 18.3. However, the Authority reserves the right to increase the Contract value up to a maximum of £1million (inclusive of VAT). This £1million is the available combined budget for all due diligence activities (technical, commercial/financial/legal) and as such any increase in this Contract value would be dependent on the reduced or limited demand from other due diligence Service providers. Any amendments would be required to be agreed by the Authority and the Supplier through Contract Variation process.

Call-Off Schedule 19 (Call-Off Specification)

- 18.4. Payment for contract management meetings as well as those contract management plans identified in the Pricing Annex will be fixed cost.
- 18.5. Payment for all other elements of the Services will be time and materials based, using submitted day and hourly rates provided by the Supplier at the point of tendering. These rates will inform a scoped Task which will be developed between the Supplier and the Authority when a requirement arises. Payment for these activities will be due upon completion of the activity.
- 18.6. The Authority aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with standard terms and conditions of Contract. We expect that this will be replicated in any sub-contractor arrangements and the Authority may request evidence that this is the case.
- 18.7. The Authority reserves the right to amend the Contract to increase the scope of activities required of the Supplier, so long as any additional activities meet the objectives of the Contract. Contract amendments would be managed by a formal variation process and will be made with mutual agreement with the Supplier.
- 18.8. The duration of this Contract is for 12 months, with an option to extend for an additional 6 months. Decision for extension will be made based on available budget remaining, anticipated continued need for Supplier Services as well as performance of the Supplier throughout the Contract. A decision on if the Contract is to be extended will be made at least four weeks prior to the end of the Call-Off initial period. Any amendments would be required to be agreed by the Authority and the Supplier through Contract Variation process.

19. Performance

- 19.1. To monitor delivery throughout the process, the Authority will produce timelines with ongoing working group discussions. The Authority will also set clear formal check-ins on the status of the key deliverables, checked against a risk register. This will help identify risks of timeline slippage early, and act accordingly to mitigate.
- 19.2. The Authority will manage the Contract and have regular performance discussions with the Supplier, at least every two weeks. Where the quality of deliverables is failing to meet the Authority's expectations identified in both these requirements and the Supplier's tender submission, the Authority will work with the Supplier to identify measures to remedy these performance issues.
- 19.3. Where deliverables are taking significant rounds of comment from the Authority prior to signing off as complete, the Authority will only pay the amount given in the Contract and will not pay for additional drafting above and beyond expected. As such engagement with the Authority during the drafting process to ensure that the final documents will be acceptable is essential.

Call-Off Schedule 19 (Call-Off Specification)

- 19.4. Service Level KPIs will be implemented for the duration of this contract as detailed in Call Off Schedule 14 (Service Levels). Details on reporting arrangements are included in this Schedule.

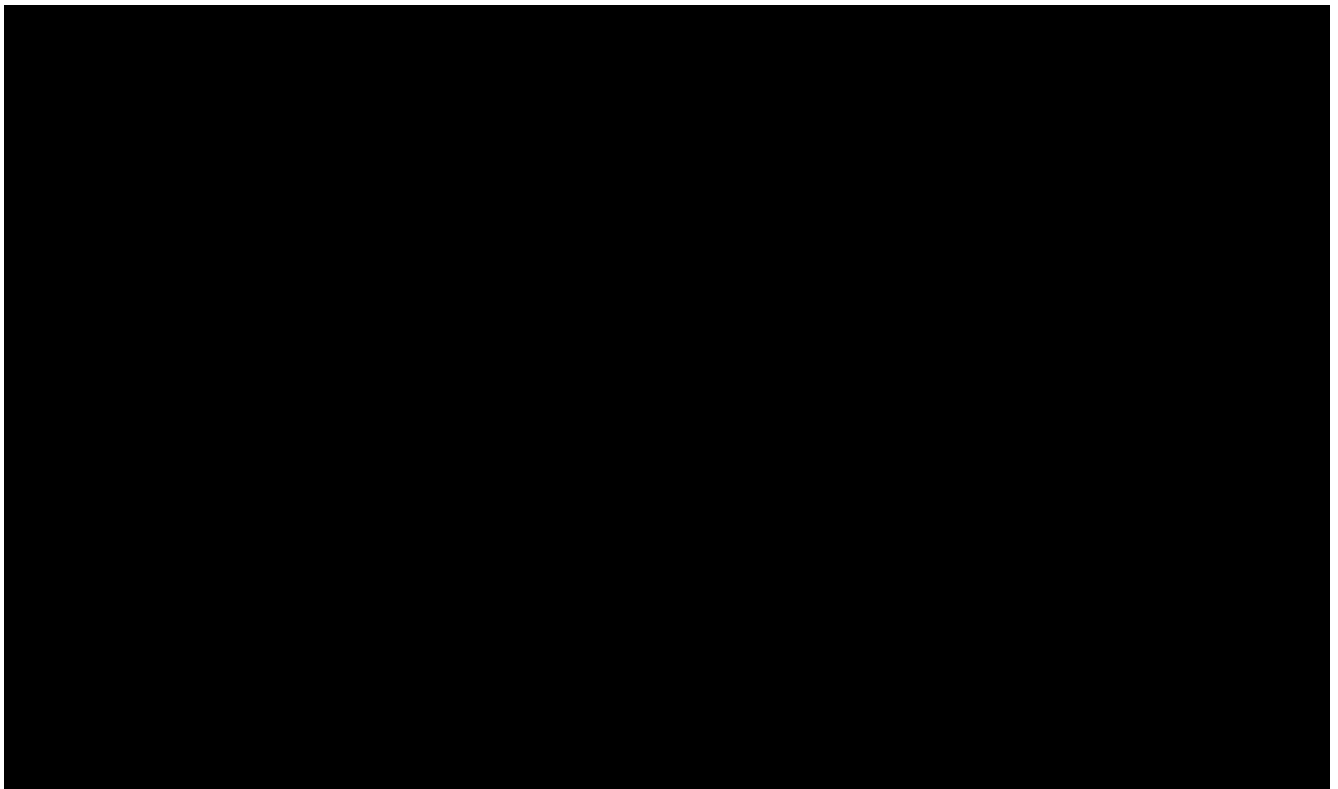
20. Delivery Location

- 20.1. The Supplier may be required to attend to onsite visits of identified FLOW projects and the Authority's premises, on request.

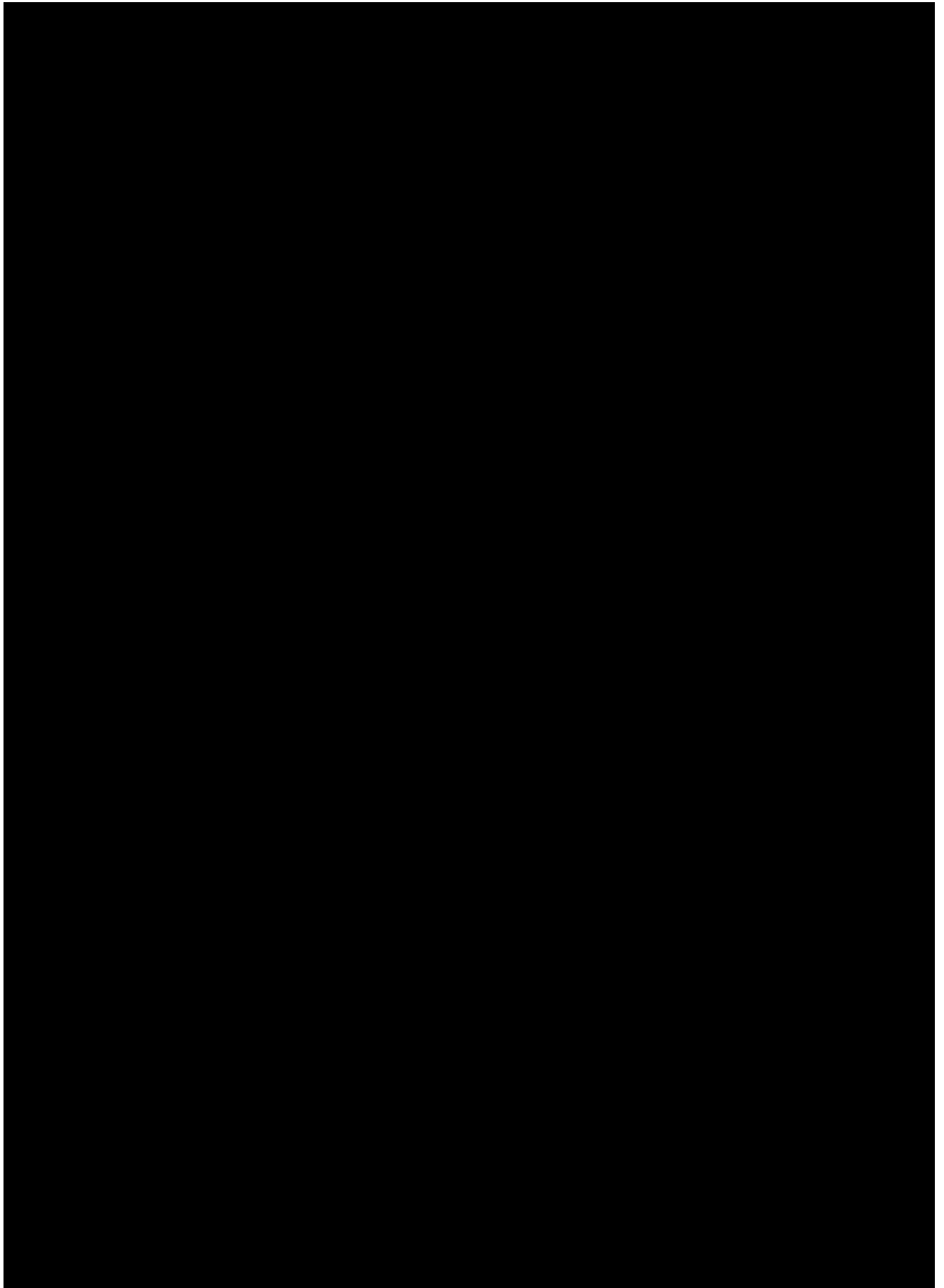
21. Social Value

- 21.1. The Supplier in delivery of this Call-Off Contract will do so to contribute towards the Cabinet Office's Model Assessment Criteria 4.1: Deliver additional environmental benefits in the performance of the Call-Off Contract including working towards net zero greenhouse gas emissions.
- 21.2. The Supplier will provide proposals on how it will contribute towards this Criteria as part of the Supplier's proposal. Measures proposed will ideally be linked to the delivery of this Call-Off Contract with detail as to how they will contribute to any Supplier's corporate activities.
- 21.3. Metrics proposed for reporting on Social Value will be monitored in quarterly contract performance meetings.

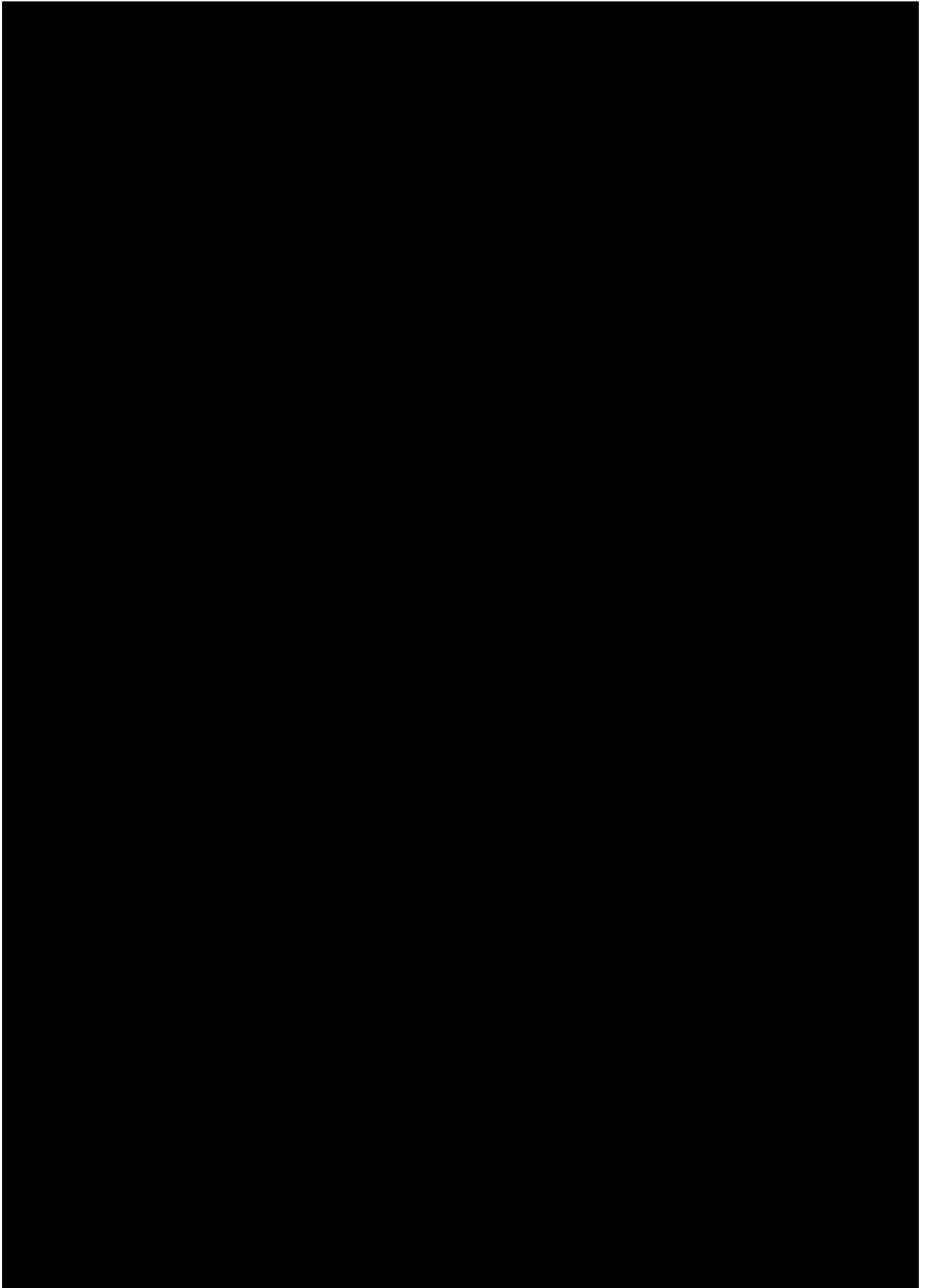
22. Clarifications received to complement the Specification



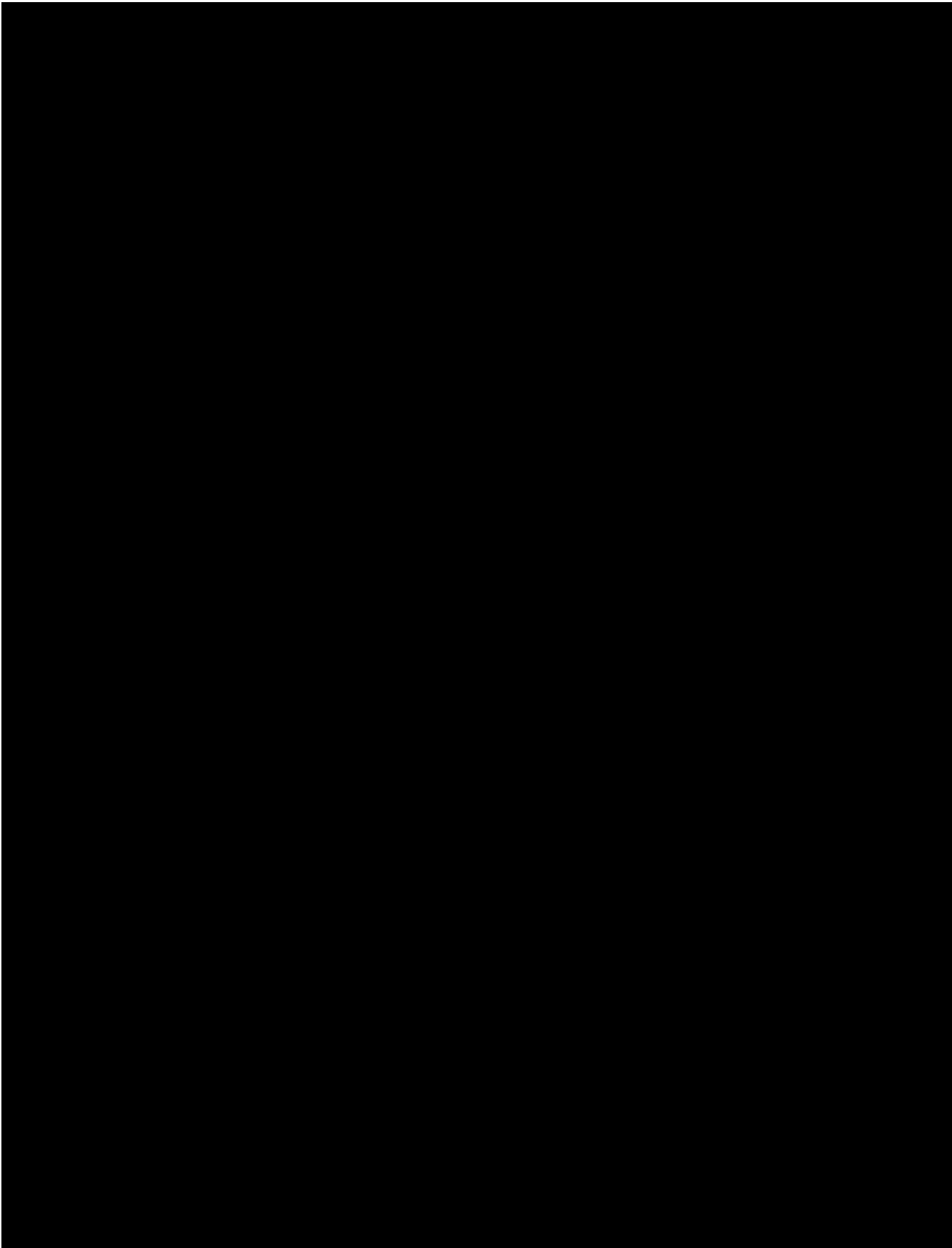
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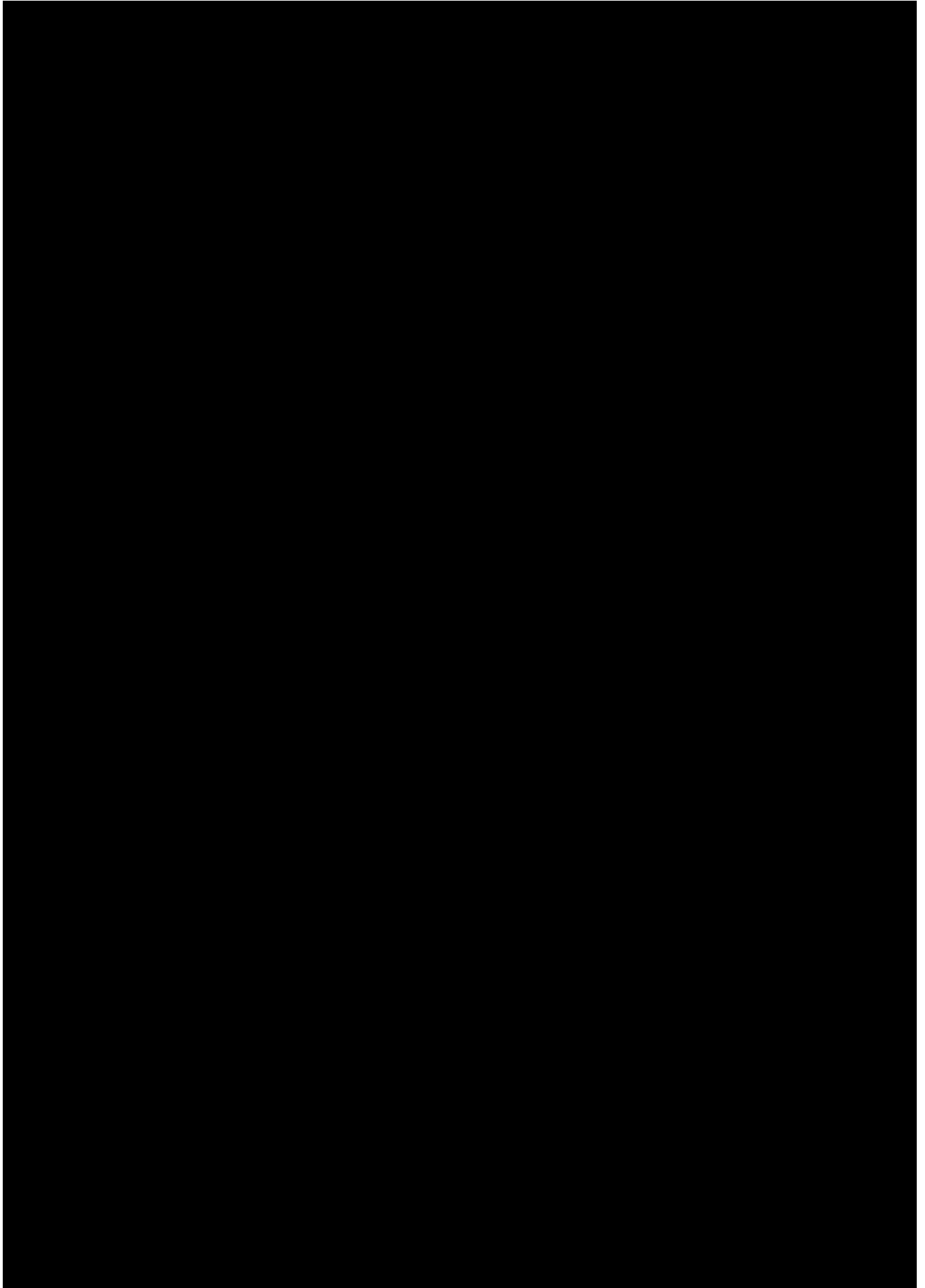
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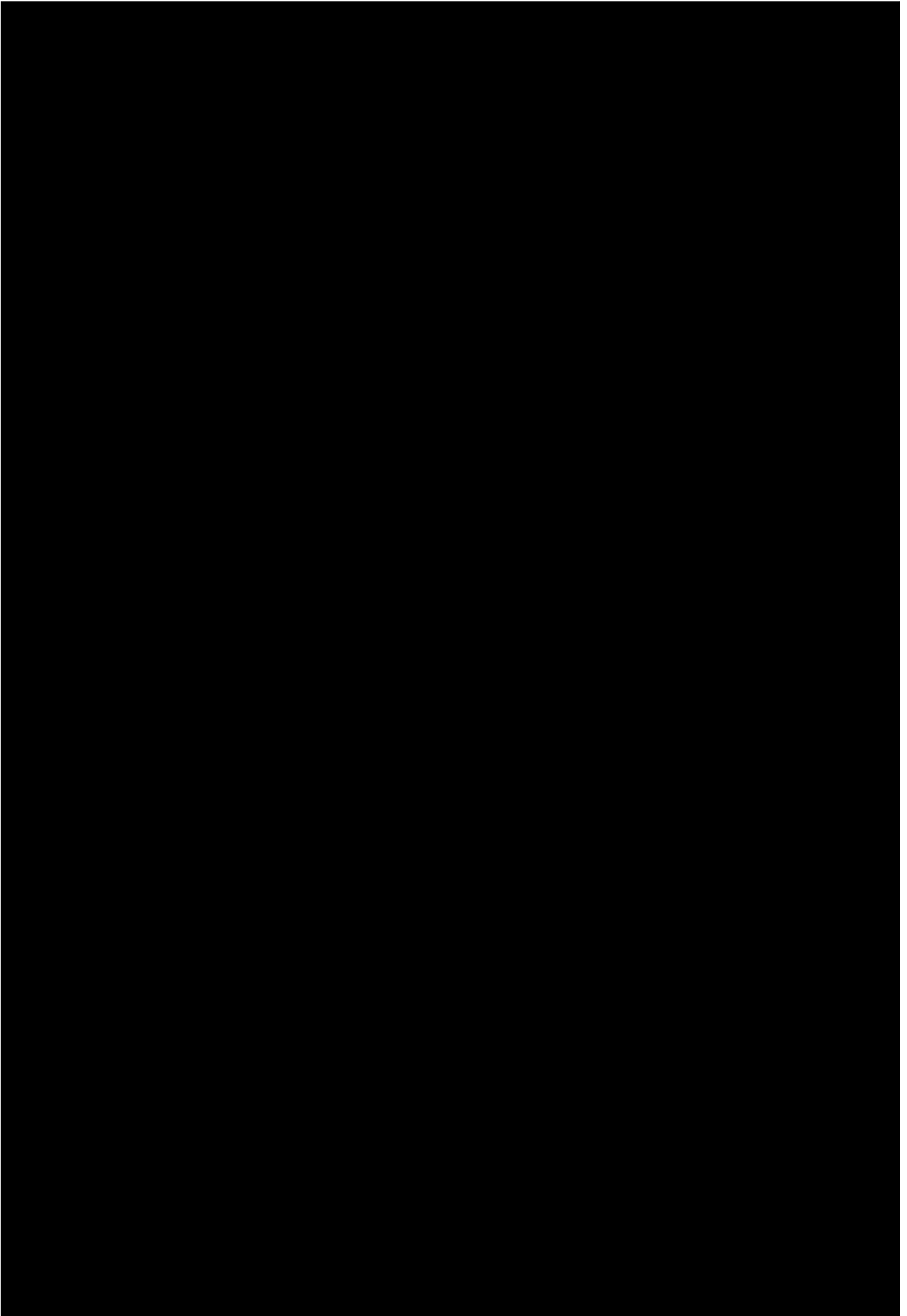
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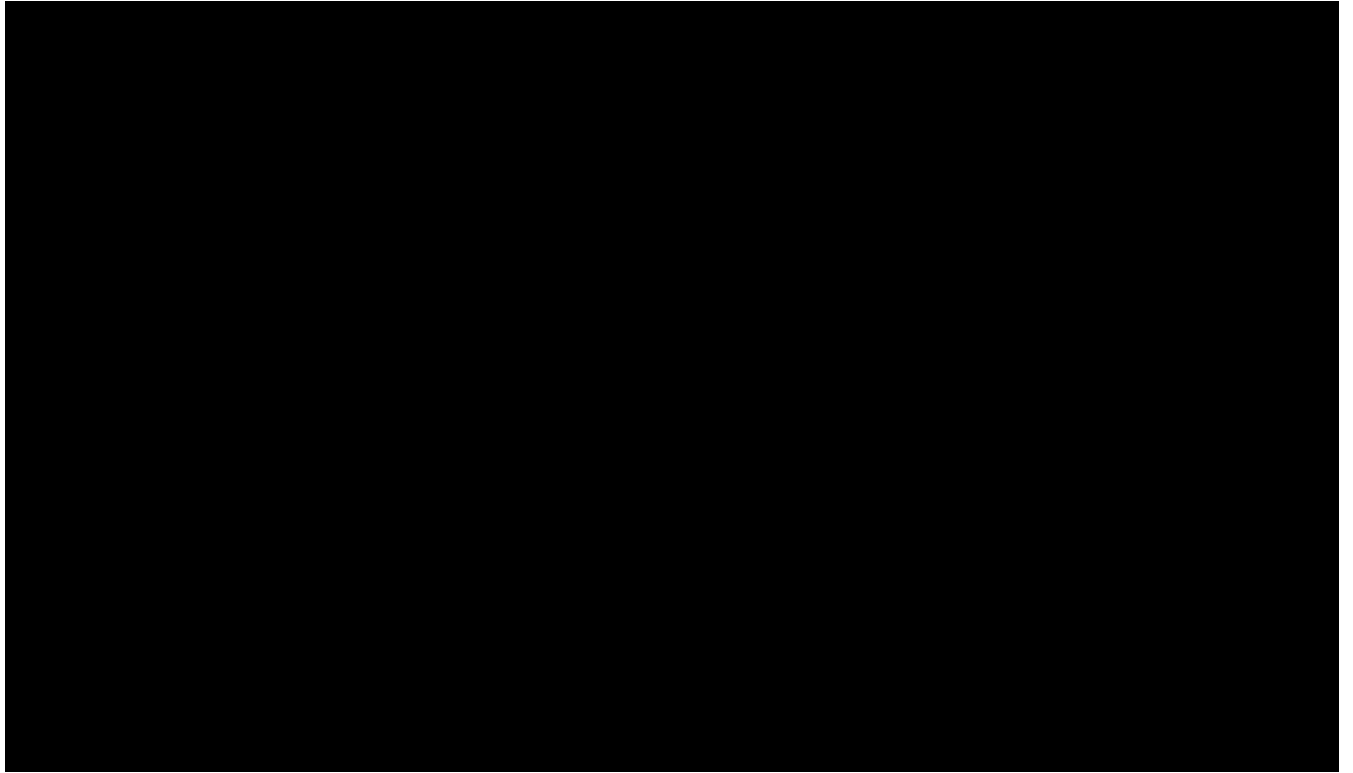
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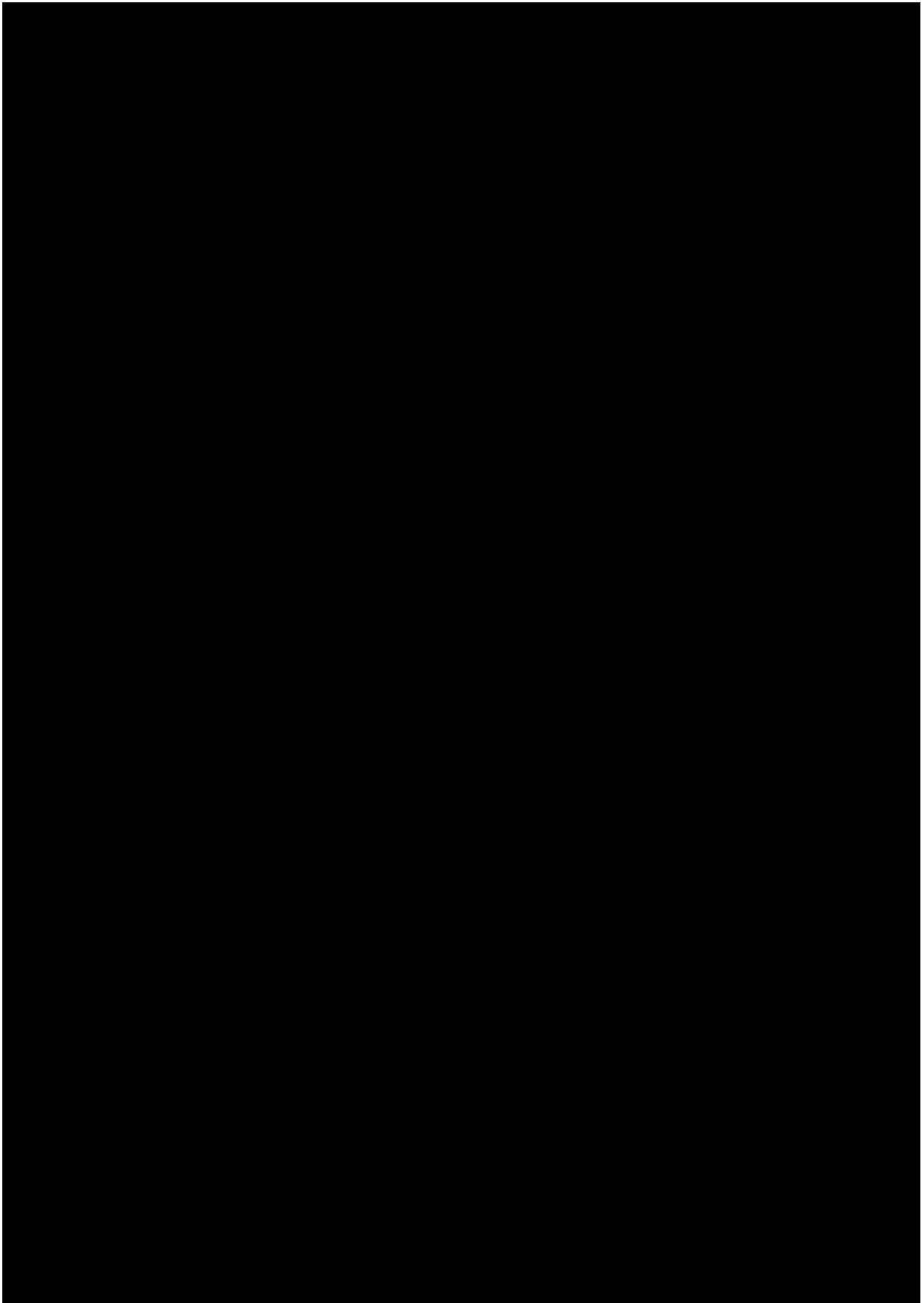
Call-Off Schedule 19 (Call-Off Specification)



Call-Off Schedule 4 (Call-Off Tender)

prj_5285 Provision of Technical Advice and Support on Floating Offshore Wind

Call-Off Schedule 4 (Call Off Tender)



Joint Schedule 5 (Corporate Social Responsibility)

Joint Schedule 5 (Corporate Social Responsibility)

1. What We Expect From Our Suppliers

- 1.1 The Authority has a Code of Conduct setting out the standards and behaviours expected of suppliers who work with the Authority. This Code of Conduct has been provided to the Supplier.
- 1.2 The Authority expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, the Authority expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Authority may have additional requirements in relation to corporate social responsibility. The Authority expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Authority may notify the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
 - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 - 3.1.8 shall prepare and deliver to the Authority 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;

Joint Schedule 5 (Corporate Social Responsibility)

- 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 the Authority and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any 7 day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any 7 day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least 1 day off in every 7 day period or, where allowed by national law, 2 days off in every 14 day period.

Joint Schedule 5 (Corporate Social Responsibility)

6. Sustainability

- 6.1 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>

Signature Area

