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

Order Form

CALL-OFF REFERENCE:	P11246
THE BUYER:	Infected Blood Compensation Authority
BUYER ADDRESS	Benton Park View, Newcastle, NE7 7NE
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street, London.
REGISTRATION NUMBER:	04757301
DUNS NUMBER:	73-493-9007
SID4GOV ID:	n/a

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18/12/2025 It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S):
Lot 1

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6195 ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
        - ○ Joint Schedule 7 (Financial Difficulties)
        - ○ Joint Schedule 8 (Guarantee) (NOT USED)
        - ○ Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)

- Call-Off Schedules for RM6195
    - Call-Off Schedule 1 (Transparency Reports) ○ Call-Off Schedule 2 (Staff Transfer) ○ Call-Off Schedule 3 (Continuous Improvement)
    - Call- Off Schedule 4 (Call- Off Tender)
    - Call-Off Schedule 5 (Pricing Details)
        - ○ Call-Off Schedule 6 (ICT Services)
        - ○ Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) ○ Call-Off Schedule 9 (Security) - removed and replaced with Security Management Schedule Annex A
        - ○ Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
        - ○ Call-Off Schedule 15 (Call-Off Contract Management)

      Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6195
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS
The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 Call Off schedule 9 replaced with Annex 1 Security Management Development Schedule
Special Term 2. Deliverables will be agreed via a call down Statement Of Work mechanism the template for which is included in Appendix 1
Special Term 3- The Authority may at any time terminate Statement of Works by giving the Supplier twenty (20) working days' notice.

CALL-OFF START DATE:	18/12/2025
CALL-OFF EXPIRY DATE:	17/12/2028
CALL-OFF INITIAL PERIOD:	3 Years
CALL-OFF OPTIONAL EXTENSION PERIOD :	2 x 12 months
Total Contract Value:	£3,000,000 (excl. VAT)

CALL-OFF DELIVERABLES
See details in Call-Off Schedule 20 (Call-Off Specification)

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,000,000 (excl. VAT)**

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

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
Monthly in arrears
Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

BUYER'S INVOICE ADDRESS:
Invoices should be submitted to: ibcadeliv-finance@cabinetoffice.gov.uk and apinvoices-cab-u@gov.sscl.com
All invoices must contain a valid PO number

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

Available online at: Cabinet Office environmental policy statement - GOV.UK

BUYER'S SECURITY POLICY
Available online at: https://www.gov.uk/government/publications/security-policyframework/hmg-security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER
REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter

KEY STAFF

KEY SUBCONTRACTOR(S)
The Supplier must ensure all Supplier Staff, including any Key Sub Contractor Staff or Sub Contractor Staff are as a minimum SC checked before commencing any work under this Contract

COMMERCIALLY SENSITIVE INFORMATION
Supplier's Commercially Sensitive Information detailed in Schedule 4 and Schedule 20

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Signed - via Docusign
Supplier < Supplier Sign Here>
REDACTED TEXT under FOIA Section 40, Personal Information
Buyer < Commercial Sign Here>
REDACTED TEXT under FOIA Section 40, Personal Information

Appendix 1

[**Insert** The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall

complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call Off Schedules)].

[**Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

1. STATEMENT OF WORK ("SOW") DETAILS
Upon execution, this SOW forms part of the Call-Off Contract (reference below).
Date of SOW: 05/01/2026
SOW Title: Analytics & Data Science Support (ADDS)
SOW Reference: SOW ADDS 001

Call-Off Contract	P11246
Reference:	
Buyer:	Infected Blood Compensation Authority
Supplier:	Accenture (UK) Ltd
SOW Start Date:	05/01/2026
SOW End Date:	30/06/2026
Duration of SOW:	6 months
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40, Personal Information
Key Personnel (Supplier)	REDACTED TEXT under FOIA Section 40, Personal Information
Subcontractors	n/a

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**
Delivery phase(s)	Mobilisation & Delivery
Overview of Requirement	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

Accountability Models	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

Milestones	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

Delivery Plan	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Dependencies	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Supplier Resource Plan	

	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security). For completeness, the required security clearance for Supplier resources in a billable delivery role under this SOW is SC Cleared
Cyber Essentials Scheme	As per Order Form & Contract
SOW Standards	As per Order Form & Contract
Performance Management	REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Additional Terms	- **REDACTED TEXT under FOIA Section 43 (2), Commercial Information**
Key Supplier Staff	**REDACTED TEXT under FOIA Section 40, Personal Information**
[SOW Reporting Requirements :]	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

4. CHARGES	
Call Off Contract Charges	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

Rate Cards Applicable	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**
Financial Model	**REDACTED TEXT under FOIA Section 43 (2), Commercial Information**

5. SIGNATURES AND APPROVALS
Agreement of this SOW By signing this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	Name and title Date Signature
For and on behalf of the Buyer	Name and title Date Signature

ANNEX 1 Data Processing

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

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW]

Description	**Details**

Identity of Controller for each Category of Personal Data	**The Relevant Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: • ***[Insert*** *the scope of Personal Data for which the purposes and means ofthe Processing by the Supplier is determined by the Relevant Authority]* **The Supplier is Controller and the Relevant Authority is Processor** *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:* • ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]* **The Parties are Joint Controllers** *The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* • ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]* **The Parties are Independent Controllers of Personal Data** *The Parties acknowledge that they are Independent Controllers for the purposesof the Data Protection Legislation in respect of:* • *Business contact details of Supplier Personnel for which the Supplier isthe Controller,* • *Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of*

	the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • ***[Insert*** *the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and*

	purposes of its Processing the Personal Data on receipt e.g. where (1)

	the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for useby the Relevant Authority] ***[Guidance*** *where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]*
Duration of the Processing	*[Clearly set out the duration of the Processing including dates]*
Nature and purposesof the Processing	*[Please be as specific as possible, but make sure that you cover all intendedpurposes.* *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation,use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.* *The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]*
Type of Personal Data	*[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]*
Categories of Data Subject	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public,users of a particular website etc.]*
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	*[Describe how long the data will be retained for, how it be returned or destroyed]*

Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance metrics	Performance against SLA outlined in Call-Off Schedule 3 or as agreed for each SOW	Word and excel	Monthly

[Call-Off Contract Charges]	Details of work undertaken and payments made	Word and excel	Monthly
[Resource Plan]	Details of types of resource planned to be used on the SOW's	Word and excel	Monthly
Performance and Underperformance management	Details of any underperformance and plan for rectification	Word	Monthly

Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

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

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

e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

f) employment claims whether in tort, contract or statute or otherwise;

g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier" a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal" the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

(i) any amendments to that document immediately prior to the Relevant Transfer Date; and

(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"	HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; **(c)** the identity of the employer or relevant contracting Party; **(d)** their relevant contractual notice periods

and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11

of the Employment Regulations;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs
1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.

2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer,

which may, if given, be given on and subject to such terms as the Buyer may determine.

2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

[Delete if not applicable to the Call Off Contract]

- [Part A (Staff Transfer at the Start Date – Outsourcing from the Buyer)]
- [Part B (Staff Transfer at the Start Date – Transfer from a Former Supplier)]
- [Part C (No Staff Transfer on the Start Date)]
- [Part D (Pensions)]
  - [- Annex D1 (CSPS)]
  - [- Annex D2 (NHSPS)]
  - [- Annex D3 (LGPS)]
  - [- Annex D4 (Other Schemes)]
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

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

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment

Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer
Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Buyer before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

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

2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the
Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or

any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and

2.3.2 the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier

shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;

2.5 If by the end of the 15 Working Day period referred to in Paragraph 2. 3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any

Subcontractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date

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

3. Indemnities the Supplier must give and its obligations

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

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

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

(a) any collective agreement applicable to the Transferring Buyer Employees; and/or

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

3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the

Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages,

salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.

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

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.

4. Information the Supplier must provide

4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out

their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

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

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;

5.2.2 Old Fair Deal; and/or

5.2.3 The New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:

6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and

6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

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

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

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

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

2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and

all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the bility arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or

2.2.2 arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.

2.3 If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former

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

2.3.1 the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).

2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period referred to in Paragraph 2. 3.2:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.6 Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all

reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in Paragraph 2.6:

2.7.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;

in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or

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

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

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

3. Indemnities the Supplier must give and its obligations

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

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

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

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

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

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date

regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority

relates to financial obligations arising on or after the Relevant Transfer Date; and

(b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and

3.1.9 a failure by the Supplier or any Subcontractor to

comply with its obligations under Paragraph 2.8 above

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

3.3 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4. Information the Supplier must give

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

5. Cabinet Office requirements

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

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 Old Fair Deal; and/or

5.1.3 The New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Supplier's obligations

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

7. Pensions

7.1 The Supplier shall, and shall procure that each Subcontractor shall, comply with:

7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and

7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.

1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the

Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and

1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the 15 Working Day period referred to in Paragraph 1. 2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:

1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or

shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and

1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the
Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.

1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

1.8 The indemnities in Paragraph 1.5:

1.8.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership,

pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

(b) any claim that the termination of employment

was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

2. Limits on the Former Supplier's obligations

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

Part D: Pensions

[Guidance: You should take specific legal advice on this Part D. Please also note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a best value authority it will be

subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.]

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or (b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "**Broad Comparability**" shall be construed accordingly;

"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	any of: (a) Transferring Buyer Employees; (b) Transferring Former Supplier Employees; (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C; (d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);

	who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;
"Fund Actuary"	a Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the scheme as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
	(a)
	(b)
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and

the costs of providing any bond, indemnity or guarantee required in relation to such participation.

2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant

Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier
(or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the
[1]
Buyer .

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer*:*

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);

3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Supplier must give

4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:

4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;

4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;

4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

(a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or

(b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

4.2.1 shall survive termination of the relevant Contract; and

4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the
CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the
CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has

under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and

8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the **"New Employer"**) complies with the provisions of this Part
D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.

9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that

remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Such Broadly Comparable pension scheme must be:

[2]

10.2.1 established by the Relevant Transfer Date ;

10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);

10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):

10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;

10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer [3] ; and

10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair

Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:

10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor

(as appropriate) as the date used to determine the actuarial assumptions; and

10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or

relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

11.2 Such Broadly Comparable pension scheme must be:

11.2.1 established by the date of cessation of participation in

[4]

the Statutory Scheme ;

11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;

11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);

11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and

11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).

11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):

11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme

(where possible) and in any event no later than seven (7) days after receipt of the certificate;

11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two

schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the [5] Broadly Comparable pension scheme ; and

11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).

11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory

Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12. Right of Set-off

12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:

12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPS or any CSPS Admission Agreement in respect of the CSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or

12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

[1] We recommend that you seek specific legal advice on this clause.

[2]We recommend that you seek specific legal advice on this clause.

[3] We recommend that you seek specific legal advice on this clause.

[4] We recommend that you seek specific legal advice on this clause.

[5] We recommend that you seek specific legal advice on this clause.

[6] We recommend that you seek specific legal advice on this definition.

[7] We recommend that you seek specific legal advice on this clause.

[8] We recommend that you seek specific legal advice on this clause.

[9] We recommend that you seek specific legal advice on this clause.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

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

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the

Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

RATE CARD

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;

"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
“Commercial off the shelf Software” or “COTS Software”	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of a Deliverable; or b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

	provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its SubContractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule; c) any failure of any Deliverable to

"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an opensource licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;

"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eyereadable 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 Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

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

2. When this Schedule should be used

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

3. Buyer due diligence requirements

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

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

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

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

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

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

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

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

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

4. Licensed software warranty

4.1. The Supplier represents and warrants that:

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

4.1.2. all components of the Specially Written Software shall:

4.1.2.1. be free from material design and programming errors;

4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Supplier shall:

5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3. ensure that the Supplier System will be free of all encumbrances;

5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**")**.**

6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

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

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

7. ICT Audit

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

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

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

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

8. Maintenance of the ICT Environment

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

available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

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

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

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

9. Intellectual Property Rights in ICT

9.1. **Assignments granted by the Supplier: Specially Written Software**

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

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

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

9.1.2. The Supplier shall:

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

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

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

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

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

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

a) of its own Existing IPR that is not COTS Software;

b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the

Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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

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

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

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

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

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

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable

than those standard commercial terms on which such software is usually made commercially available.

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

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

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

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

9.3.4.2. will no longer be made commercially available

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

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

9.4.1.1. a Central Government Body; or

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

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

9.5. **Licence granted by the Buyer**

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in

accordance with this Contract, including the right to grant sublicences to Sub-Contractors provided that any relevant

SubContractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6. **Open Source Publication**

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

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

9.6.1.2. based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.

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

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

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

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

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

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

9.6.2.6. do not contain any Malicious Software.

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

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

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

9.7. **Malicious Software**

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

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

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

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

quarantined or otherwise identified by the Buyer when provided to the Supplier; and

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

Call-Off Schedule 7 (Key Supplier Staff)

1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

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

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

1. Definitions

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	2 has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	3 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"	4 the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	5 has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	6 the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	7 any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	8 has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	9 has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

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

2.2 At least 90(Ninety) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the

"Business Continuity Plan"); and

2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

(a) failure or disruption scenarios and assessments of likely frequency of occurrence;

(b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

(c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

(d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.2.1 loss of access to the Buyer Premises;

5.2.2 loss of utilities to the Buyer Premises;

5.2.3 loss of the Supplier's helpdesk or CAFM system;

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable performance indicators with respect to the provision of the disaster recovery services and details of any

agreed relaxation to the performance indicators 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 six (6) Months;

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

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or

supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of

live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Part B: Short Form SaaS Business Continuity & Disaster Recovery

1. The Supplier’s business continuity and disaster recovery plan is appended at Annex 1 hereto.
2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

Annex 1

Supplier Business Continuity & Disaster Recovery Plan

[insert Supplier BCDR Plan provided as part of its further competition tender]

Call-Off Schedule 9 (Security) -not in use and replaced by Annex A - Security Management Schedule

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"	1 the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the

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

2. Complying with security requirements and updates to them

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

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 **Development of the Security Management Plan**

4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph
4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 **Amendment of the Security Management Plan**

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

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their

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

a) suggested improvements to the effectiveness of the Security
Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

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

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

5. Security breach

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

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

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c) prevent an equivalent breach in the future exploiting the same cause failure; and

d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

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

Part B: Long Form Security Requirements

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"	4 means the occurrence of: a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, 5 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
"ISMS"	6 the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	7 tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

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

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

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

2.3.1 [insert security representative of the Buyer]

2.3.2 [insert security representative of the Supplier]

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

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

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

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

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

3. Information Security Management System (ISMS)

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

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by

the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering

the Services and their implementation across the Supplier's estate; and

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

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

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

3.4.3 at all times provide a level of security which:

a) is in accordance with the Law and this Contract;

b) complies with the Baseline Security Requirements;

c) as a minimum demonstrates Good Industry Practice;

d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;

e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policyframework)

f) takes account of guidance issued by the Centre for Protection of National Infrastructure (https://www.cpni.gov.uk)

g) complies with HMG Information Assurance

Maturity Model and Assurance Framework (https://www.ncsc.gov.uk/articles/hmg-ia-maturitymodel-iamm)

h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

i) addresses issues of incompatibility with the Supplier's own organisational security policies; and

j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

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

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the
ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and resubmit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph
4.2.

4.2 The Security Management Plan shall:

4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;

4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer

Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this
Schedule (including the requirements set out in Paragraph 3.4);

4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;

4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other

Schedules which cover specific areas included within those standards; and

4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

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

5. Amendment of the ISMS and Security Management Plan

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

5.1.1 emerging changes in Good Industry Practice;

5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

5.1.3 any new perceived or changed security threats;

5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;

5.1.5 any new perceived or changed security threats; and

5.1.6 any reasonable change in requirement requested by the Buyer.

5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

5.2.1 suggested improvements to the effectiveness of the ISMS;

5.2.2 updates to the risk assessments;

5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

5.2.4 suggested improvements in measuring the effectiveness of controls.

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

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

6. Security Testing

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

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

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

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

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

7. Complying with the ISMS

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

7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier

of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.

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

8. Security Breach

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

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

8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;

c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's

ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as

the Buyer, acting reasonably, may specify by written notice to the Supplier;

d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates noncompliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

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

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

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

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

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

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

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

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

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

9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within
12 Months of release of the latest version; or

9.4.2 is agreed with the Buyer in writing.

9.5 The Supplier shall:

9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;

9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored

to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;

9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;

9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;

9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

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

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

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

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

2. End user devices

2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").

2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (https://www.ncsc.gov.uk/guidance/end-user-device-security). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.

3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

3.3 The Supplier shall:

3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;

3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (https://www.ncsc.gov.uk/section/products-services/ncsc-certification) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including

system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

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

7. Restricting and monitoring access

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

8. Audit

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

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

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

operating systems and security alerts from third party security software.

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

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

Part B – Annex 2 - Security Management Plan

[ ]

Part C: Short Form Security Requirements – SaaS

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

["ISMS" means the information security management system and process developed by the Supplier in accordance with paragraph 2 (ISMS) as updated from time to time; and]

"Security Management Plan" means the Supplier's security management plan prepared pursuant to paragraph 2.

2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan [and an Information Security Management System]. After Buyer Approval the Security Management Plan [and Information Security Management System] will apply during the Term of this Call-Off Contract. The/Both plan[s] will protect all aspects and processes associated with the delivery of the Services.

3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.

4. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at https://www.ncsc.gov.uk/guidance/10-steps-cyber-security

Call-Off Schedule 10 (Exit Management)

Part A: Long Form Exit Management Requirements

1. Definitions

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

"Exclusive Assets"	1 Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
“Exit Plan”	4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or CallOff Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;

"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	14 Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer

(and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit
Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

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

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

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.8 proposals for the disposal of any redundant Deliverables and materials;

4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

(a) every [six (6) months] throughout the Contract Period; and

(b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;

(c) as soon as reasonably possible following a Termination Assistance Notice, and in any

event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

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

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

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

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

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

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

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

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

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

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

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

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

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

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or

more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

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

7.2.1 vacate any Buyer Premises;

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

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

(a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall

pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

8. Assets, Sub-contracts and Software

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

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

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

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

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

8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets; and

(b) the Non-Exclusive Assets,

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

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

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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

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

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

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a

right of sub-licence or assignment on the same terms); or failing which

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

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

8.7 The Buyer shall:

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

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

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

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

9. No charges

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

10. Dividing the bills

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

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

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

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

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;

"Milestone Payment"	2 a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
“Implementation Period"	3 has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **60 (sixty) days** after the Call-Off Contract Start Date.

2.2 The draft Implementation Plan:

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

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

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute

shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

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

3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 Failure to Achieve a Milestone by the date specified in the Implementation Plan through the Supplier's Default shall be a material Default.

4. Security requirements before the Start Date

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.

4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be

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

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

5. What to do if there is a Delay

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

5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

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

6.1.1 the Supplier acknowledges and agrees that any Delay
Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

(a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

(b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

7.1 The Implementation Period will be a [six (6)] Month period.

7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

7.3 In accordance with the Implementation Plan, the Supplier shall:

7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce a Implementation Plan, to be agreed by the

Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;

7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

(a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and

(b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 manage and report progress against the Implementation Plan;

7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

Annex 1: Implementation Plan

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments

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

For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be **[insert number of days]**.

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

Part B - Testing

1. Definitions

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

"Component"	4 any constituent parts of the Deliverables;
"Material Test Issue"	5 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	6 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	9 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	10. the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	11. the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as

	described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	13 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	14 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	15 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

2.2 The Supplier shall not submit any Deliverable for Testing:

2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

3.2 The final Test Strategy shall include:

3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;

3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

3.2.4 the procedure to be followed to sign off each Test;

3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;

3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;

3.2.8 the technical environments required to support the Tests; and

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

4. Preparing for Testing

4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

4.2 Each Test Plan shall include as a minimum:

4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being
Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

4.2.2 a detailed procedure for the Tests to be carried out.

4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

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

6. How Deliverables will be tested

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

6.2 Each Test Specification shall include as a minimum:

6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

6.2.2 a plan to make the resources available for Testing;

6.2.3 Test scripts;

6.2.4 Test pre-requisites and the mechanism for measuring them; and

6.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

7. Performing the tests

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity
Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were

applied to that hardware and/or software during Testing.

7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or reTesting of a Milestone.

7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the
Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably

necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

9.3 The Test Witnesses:

9.3.1 shall actively review the Test documentation;

9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

9.3.3 shall not be involved in the execution of any Test;

9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.

10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its

concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.

10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables
(or the relevant part) to Testing; or

11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and

11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.

11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

12. Risk

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

12.1.1 operate to transfer any risk that the relevant

Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

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

Annex 1: Test Issues – Severity Levels

1. **Severity 1 Error**

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

2. **Severity 2 Error**

2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

2.1.1 causes a Component to become unusable;

2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. **Severity 3 Error**

3.1 This is an error which:

3.1.1 causes a Component to become unusable;

3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. **Severity 4 Error**

4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple,

Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. **Severity 5 Error**

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

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

[insert Name] [insert Position] acting

on behalf of [insert name of Buyer]

Call-Off Schedule 14 (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"	1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	2 has the meaning given to it in the Order Form;
"Service Level Failure"	3 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	4 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold"	5 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 Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 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 Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (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 Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 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 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer 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 Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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 Buyer in writing and the Buyer, 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 Buyer 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 Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 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).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will

endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures;

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 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

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review

Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer 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 resource is 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 Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be

unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below: Monthly contract management meeting carried out at Infected Blood Compensation Authority, Benton Park View, Newcastle upon Tyne
NE98 1XY United Kingdom

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

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

2. Definitions

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

3. Relevant Convictions

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

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant SubContractor must):

(a) carry out a check with the records held by the Department for Education (DfE);

(b) conduct thorough questioning regarding any Relevant Convictions; and

(c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

All staff must be SC cleared

Call-Off Schedule 20 (Call-Off Specification)

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

Worker Engagement Status (including IR35 status)

Where the Buyer has assessed its requirement and it is for Resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work.

Bid Pack

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Joint Schedule 1 (Definitions)

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;

1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

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

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly;

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/managementinformation/admin-fees;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly;

"Audit"	the Relevant Authority's right to: a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office;

	e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;

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

"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);

"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Capability Down-Select Matrix"	means the matrix available for buyers to create shortlists of suppliers on Lot 1 by capability to run a down-select further competition
"Catalogue"	means the online repository of supplier product & service offerings and pricing
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;
“Controller”	has the meaning given to it in the UK GDPR;
“Core Terms”	CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;

"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions;

	iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii)work place 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 Buyer; f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: i) Overhead; j) financing or similar costs; k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"CRTPA"	the Contract Rights of Third Parties Act 1999;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;

"Data Protection Officer"	has the meaning given to it in the UK GDPR;
“DataSecOps”	is the evolution of the ‘DevSecOps’ model specifically for data management.
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Day Rate”	means the rate for an eight (8) hour Working Day, exclusive of breaks including lunch
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly;
"DevOps"	DevOps is a set of practices that combines software development (Dev) and IT operations (Ops). In many cases, this is the name of the team operating a customer's CI/CD pipelines and managing its environments.
"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"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables q) is required by the Supplier in order to provide the Deliverables; and/or r) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;

“Effective Date”	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
“Electronic Invoice”	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Estimated Year 1 Charges”	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party’s annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;

"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Calloff Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the
	specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Expression of Interest"	means the pre-procurement supplier engagement activity undertaken by the Buyer, whereby suppliers can express their interest to participate in a Further Competition Procedure.
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;

"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;

"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: 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"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the CallOff 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 Relevant Authority completed in good faith, including: a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "**Independent Controller**" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;

"Insolvency Event"	with respect to any person, means: (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: (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 (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (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; (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; (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; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, a LLP or a partnership: (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; (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; (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

	(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 (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"	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; 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 c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*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"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
	c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, 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;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period

"MI Failure"	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "**Monthly**" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;

"Occasion of Tax Non–Compliance"	where: a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: 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;
"Open Book Data "	complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to: 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: 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;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);

"Personal Data"	has the meaning given to it in the UK GDPR;

"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-ofprescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-peopleand-bodies;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; 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 c) committing any offence: i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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;

"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and 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;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);

	b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Person(s)"	anyone who might need access to that information as part of managing or calling off one of our agreements.
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);

"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Service Levels”	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;

	d) relevant Government codes of practice and guidance applicable from time to time;

"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirement"	a statement issued by the Buyer detailing its requirements and work needed in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation "	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan:
	a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "**Tested**" and "**Testing**" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

“Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

JOINT SCHEDULE 2 (VARIATION FORM)

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

Contract Details	
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] (“the Contract”)
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]

An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: • [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the “Insurances”). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit

of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

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

7. Insurance claims

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

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 4 (Commercially Sensitive Information)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

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 Subcontract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework

Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

1.3.3 the proposed Key Subcontractor employs unfit persons.

1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

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

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (When the Supplier can end the contract) of this Contract; and

1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier

under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

"Credit Rating Threshold"	1 the minimum credit rating level for the Monitored Company as set out in the third Column of the table at Annex 2 and
"Financial Distress Event"	2 the occurrence or one or more of the following events: a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or

making any other public announcement about a material deterioration in its financial position or prospects;

c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;

d) Monitored Company committing a material breach of covenant to its lenders;

e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or

f) any of the following:

i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;

ii) non-payment by the Monitored Company of any financial indebtedness;

iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

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

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

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

"Monitored Company" 5 Supplier [the Framework Guarantor]] or any Key Subcontractor]

"Rating Agency" 6 the rating agency listed stated in Annex 1.

2 . When this Schedule applies

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

b) The terms of this Schedule shall survive:

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

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

3 . What happens when your credit rating changes

a) The Supplier warrants and represents to CCS that as at the Start Date the credit rating issued for the Monitored Companies by Rating Agency is as set out in Annex 2.

b) The Supplier shall promptly (and in any event within ten (10) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by the Rating Agency for a Monitored Company which means that the credit rating for the Monitored company falls below the Credit Rating Threshold.

c) If there is any downgrade credit rating issued by the Rating Agency for a Monitored Company the Supplier shall at CCS' Request ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

d) The Supplier shall:

i) regularly monitor the credit ratings of each Monitored Company with the Rating

Agency; and ii) promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

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

4 . What happens if there is a financial distress event

a) In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

b) [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to: i) rectify such late or non-payment; or

ii) demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

c) The Supplier shall and shall procure that the other Monitored Companies shall:

i) at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and ii) where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(1) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(2) provide such financial information relating to the Monitored Company as CCS may reasonably require.

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

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

f) Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

i) on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

ii) where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and iii) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

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

h) CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

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

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

b) If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

6 . What happens If your credit rating is still good

a) Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agency reviews and reports subsequently that the credit rating does not drop below the relevant Credit Rating Threshold, then:

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

ANNEX 1: RATING AGENCY

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Joint Schedule 8 (Guarantee)

[Guidance Note: Where the financial evaluation has indicated the need for a Deed of Guarantee, include this Schedule in the contract.]

1. Definitions

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

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

2. Obligation to Provide Guarantee

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

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

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

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

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

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

2.2.1 CCS may terminate this Framework Contract; and

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

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

2.3 Where the CCS has received a Letter of Intent to Guarantee from the Guarantor pursuant to Paragraph 2.1.1, CCS may terminate this Framework Contract as a material Default of the Contract for the purposes of Clause 10.4.1(d) of the Core Terms where:

2.3.1 the Guarantor withdraws or revokes the Letter of Intent to Guarantee in whole or in part for any reason whatsoever;

2.3.2 the Letter of Intent to Guarantee becomes invalid or unenforceable for any reason whatsoever;

2.3.3 the Guarantor refuses to enter into a Guarantee in accordance with Paragraph 2.1.2 above; or

2.3.4 an Insolvency Event occurs in respect of the Guarantor,

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

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

2.4.1 an executed Guarantee; and

2.4.2 a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.

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

2.5.1 the Guarantor withdraws the Guarantee in whole or in part for any reason whatsoever;

2.5.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

2.5.3 an Insolvency Event occurs in respect of the Guarantor;

2.5.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.5.5 the Supplier fails to provide any of the documentation required by Paragraph 2.4 by the date so specified by the Buyer,

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

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

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

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

1.2.1 upon the request of any Buyer; or

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

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

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan	
Details of the Default:	[**Guidance:** Explain the Default, with clear schedule and clause references as appropriate]
Deadline for receiving the [Revised] Rectification Plan:	[**add** date (minimum 10 days from request)]

Signed by [CCS/Buyer] :		Date:	

Supplier [Revised] Rectification Plan	
Cause of the Default	[**add** cause]
Anticipated impact assessment:	[**add** impact]
Actual effect of Default:	[**add** effect]

Steps to be taken to rectification:	**Steps**	**Timescale**
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[…]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	**Steps**	**Timescale**
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]

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

Joint Schedule 11 (Processing Data)

Definitions

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

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;

Status of the Controller

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

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) 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 EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including 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 Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) 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 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 *(Processing Personal Data).*

23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.

25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **("Request Recipient")**:

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory

and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1. The contact details of the Relevant Authority's Data Protection Officer: **REDACTED TEXT under FOIA Section 40, Personal Information**

1.1.1.1 The contact details of the Supplier's Data Protection Officer are:
REDACTED TEXT under FOIA Section 40, Personal Information

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

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

Description	**Details**
Identity of Controller for each Category of Personal Data	**The Relevant Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: • *See 'type of personal data' for specific attributes.* • *Special categories include: race, health data, sex life and sexual orientation.*
Duration of the Processing	*For the duration of the services.*

Nature and purposes of the Processing	• Design and build of the IBCA data platform • Reviewing data about the person making a claim to: • Understand existing support scheme claim and payments • Review evidence to support the claim • Enable subsequent assessment by an IBCA Claims Manager re: eligibility for compensation, where such a claim is made - or for claims yet to be made • Determination and delivery by an IBCA Claims Manager of registered estate compensation. • Determination, registration and delivery of compensation by an IBCA Claims Manager for unregistered people (infected, affected & estates) eligible to claim for compensation • Alert, monitor, and report to enable IBCA personnel to act on possible fraud and error for a person, or a claim.
Type of Personal Data	**For persons making a claim** Type of person making a claim (infected or affected) Personal Information: • Title • Full Name ○ First Name ○ Middle Name ○ Surname • Suffix • Date of birth • Date of death • Cause of death • Sex at birth • Preferred name Contact / ID Information: • Contact address • National Insurance number • NHS number • Contact number • Email address • Preferred contact method • Preferred contact times • Accessibility requirements

	Infection context: • NHD number • Diagnosis • Haemophilia centre • Date first seen • Deficiency factor • Deficiency severity • Infection data • Diagnosis date • Test/screening outcomes • Treatment year & quarter • Blood products administered Associated Person Personal Details: • Next of Kin • Dependent children Probate Information • Estate beneficiary Claim Information: • IBSS scheme registration number • Claim reference number • Start date for IBCA claim • Claim Status • Claim Manager
Categories of Data Subject	• Customers ○ those claiming, their representatives and their relatives ○ medical clinicians and healthcare works associated with those claiming • Staff (claim managers)

Plan for return and destruction of the data once the Processing is complete	All processing of personal data by the Supplier will be undertaken on IT provided by the Authority.
UNLESS requirement under Union or Member State law to preserve that type of data	No plan for return and destruction is required as a result of personal data processing being undertaken by the Supplier within Authority infrastructure.

Cabinet Office

Commercial Information Assurance Team

Security Management Plan Template Developer Schedule [Project/Service and Supplier Name]

Dated 2024

Contents

APPENDICES

, Cabinet Office

Executive summary

[This section should contain a brief summary of the business context of the development, the assurance work done, any off-shoring considerations and any significant residual risks that need acceptance.]

1.1 Change history

Version Number	Date of Change	Change made by	Nature and reason for change

1.2 References, links and dependencies

ID	Document Title	Reference	Date

1.3 Supplier personnel

Key Personnel Names	Title	Contact Details incl. Mobile Number and Email Address

System description

2.1 Background

[A short description of the project/product/system being developed. Describe its purpose, functionality, aim and scope. If the system is to be managed by the Supplier once developed then details should be included of the scope of that work and this SMP will need to be updated once the core development activity has been completed.]

2.2 Organisational Ownership/Structure

[Who owns the system and will operate the system and the organisational governance structure. This should include how any ongoing security management is integrated into the project governance eg how a Security Working Group reports to the project board.]

2.3 Information assets and flows

(a) Logical data flow diagram

[This should include a simple high level logical diagram on one page of the system to be developed. The diagram must include any third party suppliers involved and the data flows to/from them.]

(b) Data assets

[Include a table of the type and volumes of data that will be processed, managed and stored within the developed system. If personal data, please include the fields used such as name, address, department DOB, NI number etc. Details of any test data and whether live or anonymised. Data processed by third party suppliers must be included here]

2.4 System architecture

[A description of the proposed physical system architecture, to include any cloud services and the system management. Please provide a diagram if helpful.]

2.5 Users and Sub-contractors

[Please provide a table of the developers, any sub-contractors and system users, this should include all users including HMG users as well as any service provider users and system managers. If relevant, security clearance level requirements should be included.]

2.6 Register of Support Locations and Third-Party Tools

[Please provide a table of the nature of the activity performed at the support location, where the activity will be undertaken, where any Authority data assets will be stored and processed and any locations they will be managed from. This must include the locations of any help desks or call centres if relevant. All third-party suppliers, subcontractors and third-party tools must be included in this section. Any off-shoring considerations should be detailed with the legal basis for any data transfer included e.g. International Data Transfer Agreements, equivalency etc.]

2.7 Certifications

[Please include a table of any independent security certifications (eg ISO 27001:2013, Cyber Essentials Plus and Cyber Essentials) held as required by the contract. The table should include any relevant third party suppliers or sub-contractors and must include the expiry date of the certification. Copies of the certificates should be included in Appendix 1.]

2.8 Test and development systems

[Include information about any test, development, pre-production and user acceptance testing systems, their locations and whether they contain live system data.]

2.9 Modules Register

[Include a table of all Third-party Software Modules that form part of the Code. This must include the name of the developer, the due diligence undertaken by the supplier, any recognised security vulnerabilities and how the supplier will minimise the effect of those.]

2.10 Support Register

[A table should be included of all software used in the development activity, the date it will cease to be in mainstream support]

Risk assessment

3.1 Accreditation/assurance scope

[This section should describe the scope of the Risk Assessment and should indicate the components of the architecture upon which reliance is placed but assurance will not be done eg a cloud hosting service or a SAAS product/tool. A logical diagram should be used along with a brief description of the components. This scope must be agreed by the Authority.]

3.2 Risk appetite

[A risk appetite should be provided by the Authority and included here.]

3.3 Business impact assessment

[A description of the information assets and the impact of their loss or corruption (e.g. large amounts of Official Sensitive personal data the loss of which would be severely damaging to

individuals, embarrassing to HMG, and make HMG liable to ICO investigations) in business terms should be included. This section should cover the impact on loss of confidentiality, integrity and availability of the assets and should be agreed with the Authority. The format of this assessment may be dependent on the risk assessment method chosen.]

3.4 Risk assessment

[The content of this section will depend on the risk assessment methodology chosen, but should contain the output of the formal information risk assessment in a prioritised list using business language. Experts on the system and business process should have been involved in the risk assessment to ensure the formal risk methodology used has not missed out any risks. The example table below should be used as the format to identify the risks and document the controls used to mitigate those risks.]

Risk ID	**Inherent risk**	**Inherent risk level**	**Vulnerability**	**Controls**	**Residua l risk level**
R1	Internet attackers could hack the system.	Medium	The service systems are exposed to the internet via the web portal.	C1: Internet-facing firewalls C2: Internet-facing IP whitelist C3: System hardening C4: Protective monitoring C5: Application access control C16: Anti-virus for incoming files C54: Files deleted when processed C59: Removal of departmental identifier	Very low
Risk ID	**Inherent risk**	**Inherent risk level**	**Vulnerability**	**Controls**	**Residua l risk level**
R2	Remote attackers could intercept or disrupt information crossing the internet.	Medium	File sharing with organisations across the internet.	C9: TLS communications C10: PGP file-sharing	Very low

R3	Internal users could maliciously or accidentally alter bank details.	MediumHigh	Users bank details can be altered as part of the normal business function.	C12. System administrators hold SC clearance. C13. All changes to user information are logged and audited. C14. Letters are automatically sent to users home addresses when bank details are altered. C15. Staff awareness training	Low

3.5 Controls

[The controls listed above to mitigate the risks identified should be detailed. There should be a description of each control, further information and configuration details where relevant, and an assessment of the implementation status of, and assurance in, the control. A sample layout is included below.]

ID	Control title	Control description	Further information and assurance status
C1	Internet-facing firewalls	Internet-facing firewalls are in place between the internet and the system', which restrict access from the internet to the required ports only.	Assured via ITHC firewall rule check
C2	Internet-facing IP whitelist	An IP whitelist is in place for all access from the internet.	Assured via ITHC
C15	Staff awareness training	All staff must undertake annual security awareness training and this process is audited and monitored by line managers.	Assured as part of ISO27001 certification

3.6 Residual risks and actions

[A summary of the residual risks which are likely to be above the risk appetite stated after all controls have been applied and verified should be listed with actions and timescales included.]

In-service controls

[This section should describe how the main security requirements as specified in the contract (security schedule) are met.]

4.1 Protective monitoring

[This section should describe how your protective monitoring arrangements identify anomalous behaviour and how this is then acted upon as well as how logging and auditing of user activity is done.]

4.2 Malware prevention

[This should describe how your anti-virus solution is implemented with respect to protecting Authority assets.]

4.3 End user devices

[This section should detail the security controls which are implemented on all fixed and removable end user devices used to process, store or manage Authority data against the end-user device requirements in the contract.]

4.4 Encryption

[This section should detail the encryption measures you employ to protect Authority data both in transit and at rest.]

4.5 Vulnerability management

[This section should detail your process for identifying, classifying, prioritising, remediating, and mitigating" software vulnerabilities within your IT environment.]

4.6 Identity, verification and access controls

[This section should detail your password policy, your approach to ensuring that privileged accounts are accessible only from end-user devices dedicated to that use and by authenticated named users. This should include your use of multi-factor authentication for all accounts that have access to Authority data as well as privileged accounts.]

4.7 Data Deletion

[This section should include the agreed process for securely deleting Authority data when required.]

Supply chain security and third party subcontractors/tools

[This section should detail the assurance process for managing any security risks from

Subcontractors and Third Parties authorised by the Authority with access to Authority data.]

Personnel security

[Please provide details of your Personnel Security Vetting Policy for those staff who will have access to, or come into contact with Buyer data or assets.

Please provide details of how you will ensure that all staff accessing Buyer data are aware of the confidential nature of the data and comply with their legal and specific obligations under the Contract?]

Business continuity

[Please provide an overview of your organisation's business continuity and disaster recovery plans in terms of the Buyer data under the Contract, or attach a copy of your Business Continuity Plan.]

Physical security

[Please provide details of the building where the service will operate from and describe the procedures and security in place to control access to premises and any areas holding Buyer assets. Detail measures such as construction of buildings used for handling Buyer assets, availability of lockable storage, procedures covering end of day/silent hours, key management, visitor controls.

Please also include details of any automated access controls, alarms and CCTV coverage. Please also provide details of the maintenance schedule of these security controls.> For the locations where Authority assets are held please provide details of any procedures and security in place designed to control access to the site perimeter. Please detail the measures in place such as fencing, CCTV, guarding, and procedures and controls to handle staff and visitors requesting access to the site. Please also provide details of the maintenance schedule of your security controls.]

Incident management process

[The suppliers' process, as agreed with the Authority/Customer, should be included here. It must as a minimum include the protocol for how and when incidents will be reported to the Authority/customer and the process that will be undertaken to mitigate the incidents and investigate the root cause.]

Appendix 1 ISO27001 and/or cyber essential plus certificates

[Please include copies of the certificates here]

Appendix 2 Cloud security principles assessment

[Please add your controls in the attached table.]

Principle	Goals of the Principle	Controls
Principle 1 – Data in transit protection "User data transiting networks should be adequately protected against tampering and eavesdropping."	Data in transit is protected between end user device(s) and the service Data in transit is protected internally within the service • Data in transit is protected between the service and other services (eg where APIs are exposed)	
Principle 2 – Asset protection and resilience "User data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure."	Cloud service consumers should seek to understand: In which countries their data will be stored, processed and managed. They should also consider how this affects compliance with relevant legislation e.g. Data Protection Act (DPA), GDPR etc. Whether the legal jurisdiction(s) within which the service provider operates are acceptable to them	

Principle 3 – Separation between users "A malicious or compromised user of the service should not be able to affect the service or data of another."	Cloud service consumers should seek to: Understand the types of user they share the service or platform with Have confidence that the service provides sufficient separation of their data and service from other users of the service Have confidence that management of their service is kept separate from other users (covered	
	separately as part of Principle 9)	

Principle	**Goals of the Principle**	**Controls**

Principle 4 – Governance framework "The service provider should have a security governance framework which coordinates and directs its management of the service and information within it. Any technical controls deployed outside of this framework will be fundamentally undermined."	Cloud service consumers should ensure that: • A clearly identified, and named, board representative (or a person with the direct delegated authority) is responsible for the security of the cloud service. This is typically someone with the title 'Chief Security Officer', 'Chief Information Officer' or 'Chief Technical Officer' • A documented framework exists for security governance, with policies governing key aspects of information security relevant to the service Security and information security are part of the service provider's financial and operational risk reporting mechanisms, ensuring that the board would be kept informed of security and information risk Processes to identify and ensure compliance with applicable legal and regulatory requirements have been established	
Principle 5 – Operational security "The service needs to be operated and managed securely in	Cloud service consumers should be confident that: The status, location and configuration of service components (both	

order to impede, detect or prevent attacks. Good operational security should not require complex, bureaucratic, time consuming or expensive processes."	hardware and software) are tracked throughout their lifetime Changes to the service are assessed for potential security impact. Then managed and tracked through to completion	
Principle 6 – Personnel security "Where service provider personnel have access to	Cloud service consumers should be confident that: • The level of security screening conducted on	

Principle	**Goals of the Principle**	**Controls**
your data and systems you need a high degree of confidence in their trustworthiness. Thorough screening, supported by adequate training, reduces the likelihood of accidental or malicious compromise by service provider personnel."	service provider staff with access to the consumers information, or with ability to affect the service, is appropriate • The minimum number of people necessary have access to the consumers information or could affect the service	

Principle 7 – Secure development "Services should be designed and developed to identify and mitigate threats to their security. Those which aren't may be vulnerable to security issues which could compromise your data, cause loss of service or enable other malicious activity."	Cloud service consumers should be confident that: • New and evolving threats are reviewed, and the service improved in line with them Development is carried out in line with industry good practice regarding secure design, coding, testing and deployment Configuration management processes are in place to ensure the integrity of the solution through development, testing and deployment	
Principle 8 – Supply chain security "The service provider should ensure that its supply chain satisfactorily supports all of the security principles which the service claims to implement."	Cloud service consumers should seek to understand and accept: How their information is shared with, or accessible to, third party suppliers and their supply chains How the service provider's procurement processes place security requirements on third party suppliers • How the service provider manages security risks from third party suppliers • How the service provider manages the conformance of their suppliers with security requirements How the service provider verifies that hardware and	

Principle	**Goals of the Principle**	**Controls**

	software used in the service is genuine and has not been tampered with	
Principle 9 – Secure user management "Your provider should make the tools available for you to securely manage your use of their service. Management interfaces and procedures are a vital part of the security barrier, preventing unauthorised access and alteration of your resources, applications and data."	Cloud service consumers should: • Be aware of all of the mechanisms by which the service provider would accept management or support requests from you (telephone, web portal, email etc.) • Ensure that only authorised individuals from their organisation can use those mechanisms to affect their use of the service (Principle 10 can help consumers consider the strength of user identification and	
	authentication in each of these mechanisms)	
Principle 10 – Identity and authentication "All access to service interfaces should be constrained to authenticated and authorised individuals."	Cloud service consumers hould: • Have confidence that identity and authentication controls ensure users are authorised to access specific interfaces	

Principle 11 – External interface protection "All external or less trusted interfaces of the service should be identified and appropriately defended."	Cloud service consumers should: Understand what physical and logical interfaces their information is available from, and how access to their data is controlled Have sufficient confidence that the service identifies and authenticates users to an appropriate level over those interfaces (see Principle 10)	
Principle	**Goals of the Principle**	**Controls**
Principle 12 – Secure service administration "Systems used for administration of a cloud service will have highly privileged access to that service. Their compromise would have significant impact, including the means to bypass security controls and steal or manipulate large volumes of data."	Cloud service consumers should: • Understand which service administration model is being used by the service provider to manage the service • Be content with any risks the service administration model in use brings to the consumers data or use of the service	

Principle 13 – Audit information for users "You should be provided with the audit records needed to monitor access to your service and the data held within it. The type of audit information available to you will have a direct impact on your ability to detect and respond to inappropriate or malicious activity within reasonable timescales."	Cloud service consumers should: Be aware of the audit information that will be provided, how and when it will be made available, the format of the data, and the retention period associated with it Be confident that the audit information available will meet their needs for investigating misuse or incidents	
Principle 14 – Secure use of the service "The security of cloud services and the data held within them can be undermined if you use the service poorly. Consequently, you will have certain responsibilities when using the service in order for your data to be adequately protected."	Cloud service consumers should: Understand any service configuration options available to them and the security implications of their choices Understand the security requirements of their use of the service Educate their staff using and managing the service in how to do so safely and securely	

Protecting bulk data assessment if required by the authority/customer

[A spreadsheet may be attached]

Latest ITHC report and vulnerability correction plan

Statement of applicability

[This should be a completed ISO 27001:2013 Statement of Applicability for the Information Management System if ISO27001 certification is required by the contract.]

Development Security Schedule

1 Buyer Options

Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

Buyer risk assessment (see Paragraph **Error! Reference source not found.**)		
The Buyer has assessed this Contract as:	a higher-risk agreement	☒
	a standard agreement	☐
Certifications (see Paragraph 10) (applicable only for standard risk agreements)		
Where the Buyer has assessed this Contract as a standard risk agreement, the Supplier must have the following Certifications (or equivalent):	Cyber Essentials Plus	☒
	Cyber Essentials	☐
	No certification required	☐
The Supplier must ensure that Higher-risk Sub-contractors have the following Certifications (or equivalent):	Cyber Essentials Plus	☐
	Cyber Essentials	☐
	No certification required	☐

The Supplier must ensure that Medium-risk Sub-contractors have the following Certifications (or equivalent):	Cyber Essentials Plus	☐
	Cyber Essentials	☐
	No certification required	☐
Buyer Security Policies (see Paragraph 6)		
The Buyer requires the Supplier to comply with the following policies relating to security management: Buyers suppliers Management policy		☐
Secure by Design Questionnaire (Paragraph 12)		
The Buyer requires the Supplier to complete the Secure by Design Questionnaire		☐
Locations (see Paragraph 1 of the Security Requirements)		
The Supplier and Sub-contractors may store, access or Handle Government Data in:	the United Kingdom only	☒
	any territory as permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State)	☐
	anywhere in the world not prohibited by the Buyer	☐

Support Locations (see Paragraph 1 of the Security Requirements)		
The Supplier and Subcontractors may operate Support Locations in:	the United Kingdom only	☒
	any territory as permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State)	☐
	anywhere in the world not prohibited by the Buyer	☐
Locations for Development Activity (see Paragraph 1 of the Security Requirements)		☐
The Supplier and Subcontractors may undertake Development Activity in:	the United Kingdom only	☒
	any territory as permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State)	☐
	anywhere in the world not prohibited by the Buyer	☐

2 Supplier obligations

2.1 Where the Buyer has assessed this Contract as a higher-risk agreement, the Supplier must comply with all requirements of this Schedule [♦] (*Security Management*).

2.2 Where the Buyer has assessed this Contract as a standard risk agreement, the Supplier must comply with all requirements of this this Schedule [♦] (*Security Management*) except:

(a) Paragraph 11 (*Security Management Plan*);

(b) Paragraph 9 of the Security Requirements (*Code Reviews*);

(c) Paragraph 11 of the Security Requirements (*Third-party Software Modules*);

(d) Paragraph 12 of the Security Requirements (*Hardware and software support*);

(e) Paragraph 13 of the Security Requirements (*Encryption*); and

(f) Paragraph 20 of the Security Requirements (*Access Control*).

2.3 Where the Buyer has not made an assessment in the table in Paragraph 0, the Parties must treat this Contract as a higher-risk agreement.

3 Definitions

3.1 In this Schedule [♦] (*Security Management*):

"Anti-virus Software"	means software that: (a) protects the Supplier Information Management System from the possible introduction of Malicious Software; (b) scans for and identifies possible Malicious Software in the Supplier Information Management System; (c) if Malicious Software is detected in the Supplier Information Management System, so far as possible: (i) prevents the harmful effects of the Malicious Software; and (ii) removes the Malicious Software from the Supplier Information Management System;
"Backup and Recovery Plan"	the document setting out the Suppliers' and Sub-contractors' plans for the back and recovery of any Buyer Data they Handle;
"Breach Action Plan"	means a plan prepared under Paragraph 23.3 of the Security Requirements addressing any Breach of Security;

"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Buyer, the Supplier or any Sub-contractor in connection with this Contract, including the Buyer Data and the Code; (b) the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Buyer, the Supplier or any Sub-contractor in connection with this Contract, including the Buyer Data and the Code; and/or (c) any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements; (d) the installation of Malicious Software in the: (i) Supplier Information Management System; (ii) Development Environment; or (iii) Developed System;
	(e) any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the: (i) Supplier Information Management System; (ii) Development Environment; or (iii) Developed System; and (f) includes any attempt to undertake the activities listed in sub-Paragraph (a) where the Supplier has reasonable grounds to suspect that attempt: (i) was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or (ii) was undertaken, or directed by, a state other than the United Kingdom;

"Buyer Data"	means any: (a) 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; (b) Personal Data for which the Buyer is a, or the, Data Controller; or (c) any meta-data relating to categories of data referred to in Paragraphs (a) or (b); that is: (a) supplied to the Supplier by or on behalf of the Buyer; or (b) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract; and for the avoidance of doubt includes the Code and any meta-data relating to the Code;
"Buyer Data Register"	means the register of all Buyer Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer, produced and maintained in accordance with Paragraph 24 of the Security Requirements;
"Buyer Equipment"	means any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer System"	means the Buyer's information and communications technology system, including any software or Buyer Equipment, owned by the Buyer or leased or licenced to it by a third-party, that: (a) is used by the Buyer or the Supplier in connection with this contract; (b) interfaces with the Supplier System; and/or (c) is necessary for the Buyer to receive the Services;

"Certification Default"	means the occurrence of one or more of the circumstances listed in Paragraph 10.4;
"Certification Rectification Plan"	means the plan referred to in Paragraph 10.5(a);

"Certification Requirements"	means the requirements set out in Paragraph 10.3;
"CHECK Scheme"	means the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
"CHECK Service Provider"	means a company which, under the CHECK Scheme: (a) has been certified by the National Cyber Security Centre; (b) holds "Green Light" status; and (c) is authorised to provide the IT Health Check services required by Paragraph 19 of the Security Requirements;
CHECK Team Leader	means an individual with a CHECK Scheme team leader qualification issued by the NCSC;
CHECK Team Member	means an individual with a CHECK Scheme team member qualification issued by the NCSC;
"Code"	means, in respect of the Developed System: (a) the source code; (b) the object code; (c) third-party components, including third-party coding frameworks and libraries; and (d) all supporting documentation;
"Code Review"	means a periodic review of the Code by manual or automated means to: (a) identify and fix any bugs; and (b) ensure the Code complies with: (i) the requirements of this Schedule [♦] (*Security Management*); and (ii) the Secure Development Guidance;

"Code Review Plan"	means the document agreed with the Buyer under Paragraph 9.3 of the Security Requirements setting out the requirements for, and frequency of, Code Reviews;
"Code Review Report"	means a report setting out the findings of a Code Review;
"Cyber Essentials"	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;

"Cyber Essentials Plus"	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
"Developed System"	means the software or system that the Supplier is required to develop under this Contract;
"Development Activity"	means any activity relating to the development, deployment maintenance and upgrading of the Developed System, including: (g) coding; (h) testing; (i) code storage; and (j) deployment;
"Development Environment"	means any information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Development Activity;
"EEA"	means the European Economic Area;

"End-user Device"	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Subcontractor and used in the provision of the Services;
"Email Service"	means a service that will send, or can be used to send, emails from the Buyer's email address or otherwise on behalf of the Buyer;
"Expected Behaviours"	means the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at paragraphs 12 to 16 and in the table below paragraph 16 of https://www.gov.uk/government/publications/governmentsecurityclassifications/guidance-11-working-at-official-html;
"Government Security Classification Policy"	means the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at https://www.gov.uk/government/publications/government-security-classifications;
"**Handle**"	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
"**Higher-risk Subcontractor**"	means a Sub-contractor that Handles Authority Data that the Authority, in its discretion, has designated as a Higher-risk Sub-contractor;
"**HMG Baseline Personnel Security Standard**"	means the employment controls applied to any individual member of the Supplier Personnel that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 (https://www.gov.uk/government/publications/government-baselinepersonnel-security-standard), as that document is updated from time to time;

ISO Certification	means either of the following certifications when issued by a UKASrecognised Certification Body: (a) ISO/IEC27001:2013, where the certification was obtained before November 2022, but only until November 2025; and (a) ISO/IEC27001:2022 in all other cases;
"**IT Health Check**"	means security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment in accordance with Paragraph 19.2 of the Security Requirements;

"**Malicious Software**"	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;
"**Medium-risk Subcontractor**"	means a Sub-contractor that Handles Authority Data that the Authority, in its discretion, has designated as a Higher-risk Sub-contractor;
"**Modules Register**"	means the register of Third-party Software Modules required for higher risk agreements by Paragraph 11.4 of the Security Requirements;
"**NCSC**"	means the National Cyber Security Centre;
"**NCSC Cloud Security Principles**"	means the NCSC's document "Implementing the Cloud Security Principles" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles;
"**NCSC Device Guidance**"	means the NCSC's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance;
"**NCSC Protecting Bulk Personal Data Guidance**"	means the NCSC's document "Protecting Bulk Personal Data", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data;
"**NCSC Secure Design Principles**"	means the NCSC's document "Secure Design Principles", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cyber-security-designprinciples/cybersecurity-design-principles;
"**OWASP**"	means the Open Web Application Security Project Foundation;
"**OWASP Secure Coding Practice**"	means the Secure Coding Practices Quick Reference Guide published by OWASP, as updated or replaced from time to time and found at https://owasp.org/www-project-secure-coding-practices-quickreferenceguide/;

"**OWASP Top Ten**"	means the list of the most critical security risks to web applications published annually by OWASP and found at https://owasp.org/wwwprojecttop-ten/;

"**Privileged User**"	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
"**Prohibited Activity**"	means the storage, access or Handling of Buyer Data prohibited by a Prohibition Notice;

"**Prohibition Notice**"	means a notice issued under Paragraph 1.11 of the Security Requirements;
"**Protective Monitoring System**"	means the system implemented by the Supplier and its Sub-contractors under Paragraph 21.1 of the Security Requirements to monitor and analyse access to and use of the Supplier Information Management System, the Development Environment, the Buyer Data and the Code;
"Questionnaire Response"	means the Supplier's response to the Secure by Design Questionnaire;

"**Register of Support Locations and Third-Pparty Tools**"	means document setting out, in respect of Support Locations and Thirdparty Tools: (a) the nature of the activity performed at the Support Location or by the Third-party Tool on the Code or the Buyer Data (as applicable); (b) where that activity is performed by individuals, the place or facility from where that activity is performed; and (c) in respect of the entity providing the Support Locations or Third-party Tools, its: (i) full legal name; (ii) trading name (if any) (iii) country of registration; (iv) registration number (if applicable); and (v) registered address;
"**Relevant Activities**"	means those activities specified in Paragraph 1 of the Security Requirements;
"**Relevant Certifications**"	means: (a) for the Supplier: (i) in the case of a higher-risk agreement (A) either: (1) an ISO Certification in respect of the Supplier Information Management System; or (2) where the Supplier Information Management System is included within the scope of a wider ISO

	Certification, that ISO Certification; and (B) Cyber Essentials Plus; (ii) in the case of a standard agreement, either:

	(C) the certification selected by the Buyer in Paragraph 1; or (D) where the Buyer has not selected a certification option, Cyber Essentials; and (b) for Higher-risk Subcontractors and Medium-risk Sub-contractors, either: (i) the certification selected by the Buyer in Paragraph 1; or (ii) where the Buyer has not selected a certification option, Cyber Essentials, (or equivalent certifications);
"**Relevant Convictions**"	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), or any other offences relevant to Services as the Buyer may specify;
"**Remediation Action Plan**"	means the plan prepared by the Supplier in accordance with Paragraph 19.14 to 19.18, addressing the vulnerabilities and findings in a IT Health Check report;
Remote Location	means a location other than a Supplier's or a Sub-contractor's Site;
Remote Working	means the provision or management of the Services by Supplier Personnel from a location other than a Supplier's or a Sub-contractor's Site;
Remote Working Policy	the policy prepared and approved under Paragraph 3 of the Security Requirements under which Supplier Personnel are permitted to undertake Remote Working;
Secure by Design Approach	means the Secure by Design policy issued by the Cabinet Office as updated or replaced from time to time, currently found at: https://www.security.gov.uk/policy-and-guidance/secure-bydesign/principles/;
Secure by Design Principles	means the Secure by Design Principles issued by the Cabinet Office, as updated or replaced from time-to-time, currently found at https://www.security.gov.uk/guidance/secure-bydesign/activities/trackingsecure-by-design-progress;

Error! Reference source not found.	Secure by Design Questionnaire	the questionnaire in Annex 4 (*Secure by Design Questionnaire*), implementing the Secure by Design Principles issued by the Cabinet Office, as updated or replaced from time to time, currently found at

	https://www.security.gov.uk/policy-and-guidance/secure-bydesign/activities/tracking-secure-by-design-progress/;
"**Secure Development Guidance**"	means: (a) the NCSC's document "Secure development and deployment guidance" as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/developerscollection; and (b) the OWASP Secure Coding Practice as updated or replaced from time to time;
"**Security Management Plan**"	means the document prepared in accordance with the requirements of Paragraph 11 and in the format, and containing the information, specified in Annex 2;
"**SMP Subcontractor**"	means a Sub-contractor with significant market power, such that: (a) they will not contract other than on their own contractual terms; and (b) either: (i) there are no other substitutable suppliers of the particular services other than SMP Sub-contractors; or (ii) the Sub-contractor concerned has an effective monopoly on the provision of the Services;
"**Sites**"	means any premises: (a) from or at which: (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: (i) any part of the Supplier Information Management System is situated; or (ii) any physical interface with the Buyer System takes place; and (c) for the avoidance of doubt include any premises at which Development Activities take place;

"**Sub-contractor**"	means, in this Schedule [♦] (*Security Management*), any individual or entity that: (a) forms part of the supply chain of the Supplier; and (b) has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System, the Development Environment, the Code and the Buyer Data;

"**Sub-contractor Personnel**"	means: (a) any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and (b) engaged in or likely to be engaged in: (i) the performance or management of the Services; (ii) or the provision of facilities or services that are necessary for the provision of the Services;
"**Supplier Information Management System**"	means: (a) those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services; (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); and (c) for the avoidance of doubt includes the Development Environment;
"**Security Requirements**"	mean the security requirements in Annex 1 to this Schedule [♦] (*Security Management*);
"**Supplier Personnel**"	means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier's obligations under this Contract;
"**Support Location**"	means a place or facility where or from which individuals may access or Handle the Code or the Buyer Data;
"**Support Register**"	means the register of all hardware and software used to provide the Services produced and maintained for Higher Risk Contracts in accordance with Paragraph 12 of the Security Requirements;

"**Third-party Software Module**"	means any module, library or framework that: (d) is not produced by the Supplier or a Sub-contractor as part of the Development Activity; and (e) either: (i) forms, or will form, part of the Code; or (ii) is, or will be, accessed by the Developed System during its operation;
"**Third-party Tool**"	means any Software used by the Supplier by which the Code or the Buyer Data is accessed, analysed or modified or some form of operation is performed on it;
"**UKAS**"	means the United Kingdom Accreditation Service;
"**UKAS-recognised Certification Body**"	means:
	(a) an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or (b) an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.

4 Introduction

4.1 This Schedule [♦] (*Security Management*) sets out:

(a) the assessment of this Contract as either a:

(i) higher risk agreement; or (ii) standard agreement, in Paragraph 0;

(b) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of:

(i) the Development Activity;

(ii) the Development Environment;

(iii) the Buyer Data;

(iv) the Services; and

(v) the Supplier Information Management System;

(c) the principle of co-operation between the Supplier and the Buyer on security matters, in Paragraph 5;

(d) the Buyer's access to the Supplier Personnel and Supplier Information Management System, in Paragraph 8;

(e) the Certification Requirements, in Paragraph 10;

(f) the requirements for a Security Management Plan in the case of higher-risk agreements, in Paragraph 11; and

(g) the Security Requirements with which the Supplier and its Sub-contractors must comply.

5 Principles of Security

5.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Buyer Data, and the integrity and availability of the Developed System, and, consequently, on the security of:

(a) the Buyer System;

(b) the Supplier System;

(c) the Sites;

(d) the Services; and

(e) the Supplier's Information Management System.

5.2 The Parties shall share information and act in a co-operative manner at all times to further the principles of security in Paragraph 5.1.

5.3 Notwithstanding the involvement of the Buyer in the assurance of the Supplier Information Management System, the Supplier remains responsible for:

(a) the security, confidentiality, integrity and availability of the Buyer Data when that Buyer Data is under the control of the Supplier or any of its Sub-contractors;

(b) the security and integrity of the Developed System; and

(c) the security of the Supplier Information Management System.

5.4 Where the Supplier, a Sub-contractor or any of the Supplier Personnel is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Subcontractors and Supplier Personnel comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

6 Security Requirements

6.1 The Supplier shall:

(a) comply with the Security Requirements; and

(b) where the relevant option in Paragraph 0 is selected, comply with the Buyer Security Policies;

(c) ensure that all Sub-contractors comply with:

(i) the Security Requirements; and

(ii) where the relevant option in Paragraph 0 is selected, the Buyer Security Policies, that apply to the activities that the Sub-contractor performs under its Subcontract, unless:

(iii) Paragraph 6.2 applies; or

(iv) the table in Annex 3 limits the Security Requirements that apply to a Subcontractor; and

(d) where the Buyer has assessed this Contract as a higher-risk agreement, ensure at all times that its provision of the Services and its operation and management of the Supplier Information Management System complies with the Security Management Plan.

6.2 Where a Sub-contractor is SMP Sub-contractor, the Supplier shall:

(a) use reasonable endeavours to ensure that the SMP Sub-contractor complies with all obligations this Schedule [x] (*Security Management*) imposes on Sub-contractors, including the Security Requirements;

(b) document the differences between those requirements the obligations that the SMP Subcontractor is prepared to accept in sufficient detail to allow the Buyer to form an informed view of the risks concerned;

(c) take such steps as the Buyer may require to mitigate those risks.

7 Personnel

7.1 The Supplier must ensure that it all times it maintains within the Supplier Personnel sufficient numbers of qualified, skilled security professionals to ensure the Supplier complies with the requirements of this Schedule 5 (*Security Management*).

7.2 The Supplier must appoint:

(a) a senior individual within its organisation with accountability for managing security risks and the Supplier's implementation of the requirements of this Schedule 5 (*Security Management*); and

(b) a senior individual within the team responsible for the delivery of the Services with responsibility for managing the security risks to the Supplier Information Management System.

7.3 The individuals appointed under Paragraph 7.2:

(a) must have sufficient experience, knowledge and authority to undertake their roles effectively; and

(b) are to be designated as Key Personnel and treated for the purposes of this Contract as Key Personnel, whether or not they are otherwise designated as such;

7.4 The Supplier must review, and if necessary replace, the individuals appointed under Paragraph 7.2 if required to do so by the Buyer.

8 Access to Supplier Personnel and Supplier Information Management System

8.1 The Buyer may require, and the Supplier must provide, and ensure that each Sub-contractor provides, the Buyer and its authorised representatives with:

(a) access to the Supplier Personnel, including, for the avoidance of doubt, the Subcontractor Personnel;

(b) access to the Supplier Information Management System, including those parts of the Supplier Information Management System under the control of, or operated by, any Subcontractor; and

(c) such other information and/or documentation that the Buyer or its authorised representatives may require,

to allow the Buyer to audit the Supplier and its Sub-contractors' compliance with this Schedule [◆] (*Security Management*) and the Security Requirements.

8.2 The Supplier must provide the access required by the Buyer in accordance with Paragraph 8.1:

(a) in the case of a Breach of Security within 24 hours of such a request; and (b) in all other

cases, within 10 Working Days of such request.

9 Buyer Data Handled using Supplier Information Management System

9.1 The Supplier acknowledges that the Supplier Information Management System:

(a) is intended only for the Handling of Buyer Data that is classified as OFFICIAL; and

(b) is not intended for the Handling of Buyer Data that is classified as SECRET or TOP SECRET,

in each case using the Government Security Classification Policy.

9.2 The Supplier must:

(a) not alter the classification of any Buyer Data; and

(b) if it becomes aware that any Buyer Data classified as SECRET or TOP SECRET is being Handled using the Supplier Information Management System:

(i) immediately inform the Buyer; and

(ii) follow any instructions from the Buyer concerning that Buyer Data.

9.3 The Supplier must, and must ensure that Sub-contractors and Supplier Personnel, when Handling Buyer Data, comply with:

(a) the Expected Behaviours; and

(b) the Security Controls.

9.4 Where there is a conflict between the Expected Behaviours or the Security Controls and this Schedule [◆] (*Security Management*) the provisions of this Schedule [◆] (*Security Management*) shall apply to the extent of any conflict.

10 Certification Requirements

10.1 The Supplier shall ensure that, unless otherwise agreed by the Buyer, both:

(a) it; and

(b) any Higher-risk Sub-contractor and any Medium-risk Sub-contractor, is certified

as compliant with the Relevant Certifications

10.2 Unless otherwise agreed by the Buyer, before it begins to provide the Services, the Supplier must provide the Buyer with a copy of:

(a) the Relevant Certifications for it and any Sub-contractor; and

(b) in the case of a higher-risk agreement, the any relevant scope and statement of applicability required under the ISO Certifications.

10.3 The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications for it and any Sub-contractor are:

(a) currently in effect;

(b) together, cover at least the full scope of the Supplier Information Management System; and

(c) are not subject to any condition that may impact the provision of the Services or the Development Activity (the "**Certification Requirements**").

10.4 The Supplier must notify the Buyer promptly, and in any event within three (3) Working Days, after becoming aware that, in respect of it or any Sub-contractor:

(a) a Relevant Certification in respect of the Supplier Information Management System has been revoked or cancelled by the body that awarded it;

(b) a Relevant Certification in respect of the Supplier Information Management System has expired and has not been renewed;

(c) the Relevant Certifications, together, no longer apply to the full scope of the Supplier Information Management System; or

(d) the body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services

(each a "**Certification Default**").

10.5 Where the Supplier has notified the Buyer of a Certification Default under Paragraph 10.4:

(a) the Supplier must, within 10 Working Days of the date in which the Supplier provided notice under Paragraph 10.4 (or such other period as the Parties may agree) provide a draft plan (a "**Certification Rectification Plan**") to the Buyer setting out:

(i) full details of the Certification Default, including a root cause analysis;

(ii) the actual and anticipated effects of the Certification Default;

(iii) the steps the Supplier and any Sub-contractor to which the Certification Default relates will take to remedy the Certification Default;

(b) the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;

(c) if the Buyer rejects the Certification Rectification Plan, the Supplier must within 5 Working
Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph (b) will apply to the re-submitted plan;

(d) the rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Contract;

(e) if the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

11 Security Management Plan

11.1 This Paragraph 11 applies only where the Buyer has assessed that this Contract is a higher-risk agreement.

Preparation of Security Management Plan

11.2 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule [♦] (*Security Management*) and the Contract in order to ensure the security of the Development Environment, the Developed System, the Buyer Data and the Supplier Information Management System.

11.3 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Contract, the Security Management Plan, which must include:

(a) an assessment of the Supplier Information Management System against the requirements of this Schedule [♦] (*Security Management*), including the Security Requirements;

(b) the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Development Environment, the Developed System. the Buyer Data, the Buyer, the Services and/or users of the Services; and

(c) the following information, so far as is applicable, in respect of each Sub-contractor:

(i) the Sub-contractor's:

(A) legal name;

(B) trading name (if any);

(C) registration details (where the Sub-contractor is not an individual);

(ii) the Relevant Certifications held by the Sub-contractor;

(iii) the Sites used by the Sub-contractor;

(iv) the Development Activity undertaken by the Sub-contractor;

(v) the access the Sub-contractor has to the Development Environment;

(vi) the Buyer Data Handled by the Sub-contractor;

(vii) the Handling that the Sub-contractor will undertake in respect of the Buyer Data;

(viii) the measures the Sub-contractor has in place to comply with the requirements of this Schedule [♦] (*Security Management*);

(d) the Register of Support Locations and Third-party Tools;

(e) the Modules Register;

(f) the Support Register;

(g) details of the steps taken to comply with:

(i) the Secure Development Guidance; and

(ii) the secure development policy required by the ISO/IEC 27001:2022 Relevant Certifications;

(h) details of the protective monitoring that the Supplier will undertake in accordance with Paragraph 21 of the Security Requirements, including:

(i) the additional audit and monitoring the Supplier will undertake of the Supplier Information Management System and the Development environment; and

(ii) the retention periods for audit records and event logs.

Approval of Security Management Plan

11.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

(a) an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to:

(i) undertake the Development Activity; and/or

(ii) Handle Buyer Data; or

(b) a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

11.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.

11.6 The process set out in Paragraph 11.5 shall be repeated until such time as the Authority issues a Risk Management Approval Statement to the Supplier or terminates this Contract.

11.7 The rejection by the Buyer of a second revised Certification Rectification Plan is a material Default of this Contract.

Updating Security Management Plan

11.8 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Monitoring

11.9 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:

(a) a significant change to the components or architecture of the Supplier Information Management System;

(b) a new risk to the components or architecture of the Supplier Information Management System;

(c) a vulnerability to the components or architecture of the Supplier Information Management
System using an industry standard vulnerability scoring mechanism;

(d) a change in the threat profile;

(e) a significant change to any risk component;

(f) a significant change in the quantity of Personal Data held within the Service;

(g) a proposal to change any of the Sites from which any part of the Services are provided; and/or

(h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

11.10 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

12 Secure by Design Questionnaire

12.1 This Paragraph 12 applies only when the Buyer has selected the relevant option in Paragraph 1.

12.2 The Supplier must complete, by the date and in the format specified by the Buyer, and keep updated the Secure by Design Questionnaire

12.3 The Supplier must provide any explanations or supporting documents required by the Buyer to verify the contents of the Questionnaire Response.

12.4 The Supplier must ensure that at all times it provides the Services and operates and manages the Supplier System in the manner set out in its Questionnaire Response.

12.5 Where, at any time, the Buyer reasonably considers the Supplier's Questionnaire Responses do not, or do not adequately demonstrate the Supplier's compliance with:

(a) this Schedule;

(b) the Secure by Design Approach;

(c) the Security Management Plan (where applicable); or

(d) any applicable Buyer Security Policies, the Supplier must, at its own costs and expense and by the date specified by the Buyer:

(e) update the Supplier System to remedy the areas of non-compliance identified by the Buyer;

(f) update the Questionnaire Responses to reflect the changes to the Supplier System; and

(g) re-submit the Questionnaire Responses to the Buyer.

12.6 Where the Supplier considers that there is an inconsistency between the explicit or implicit requirements of the Secure by Design Questionnaire and the requirements of this Schedule [◆] (*Security Management*), the Supplier must:

(a) immediately inform the Buyer; and

(b) comply with any instructions from the Buyer to resolve the inconsistency.

12.7 Where the instructions from the Buyer have the effect of imposing additional or different requirements on the Supplier than the requirements of this Schedule [◆] (*Security Management*): (a) the Parties must agree an appropriate Contract Change to amend this Schedule; and

(b) until the agreement of that Contract Change, any inconsistency must be resolved by applying the documents in the following order of precedence:

(i) the requirements of this Schedule [◆] (*Security Management*);

(ii) the Secure by Design Questionnaire; and

(iii) the Buyer Security Policies.

13 Withholding of Charges

13.1 The Buyer may withhold some or all of the Charges in accordance with the provisions of this Paragraph 13 where:

(a) the Supplier in in material Default of any of its obligations under this Schedule 5 (*Security Management*); or

(b) any of the following matters occurs (where the those matters arise from a Default by the Supplier of its obligations under this this Schedule [◆] (*Security Management*)): (i) a Notifiable Default; (ii) an Intervention Cause; or

(iii) a Step-in Trigger Event.

13.2 The Buyer may withhold a amount of the Charges that it considers sufficient, in its sole discretion, to incentivise the Supplier to perform the obligations it has Defaulted upon. 13.3 Before withholding any Charges under Paragraph 13.1 the Buyer must

(a) provide written notice to the Supplier setting out:

(i) the Default in respect of which the Buyer has decided to withhold some or all of the Charges;

(ii) the amount of the Charges that the Buyer will withhold;

(iii) the steps the Supplier must take to remedy the Default;

(iv) the date by which the Supplier must remedy the Default;

(v) the invoice in respect of which the Buyer will withhold the Charges; and

(b) consider any representations that the Supplier may make concerning the Buyer's decision.

13.4 Where the Supplier does not remedy the Default by the date specified in the notice given under Paragraph 13.3(a), the Buyer may retain the withheld amount.

13.5 The Supplier acknowledges:

(a) the legitimate interest that the Buyer has in ensuring the security of the Supplier Information Management System and the Buyer Data and, as a consequence, the performance by the Supplier of its obligations under this Schedule [◆] (*Security Management*); and

(b) that any Charges that are retained by the Buyer are not out of all proportion to the Buyer's legitimate interest, even where:

(i) the Buyer has not suffered any Losses as a result of the Supplier's Default; or

(ii) the value of the Losses suffered by the Buyer as a result of the Supplier's Default is lower than the amount of the Charges retained.

13.6 The Supplier may raise a Dispute under the Dispute Resolution Procedure with any decision by the Buyer to:

(a) withhold any Charges under Paragraph 13.1; or

(b) retain any Charges under Paragraph 13.4.

13.7 Any Dispute raised by the Supplier does not prevent the Buyer withholding Charges in respect of:

(a) the decision subject to the Dispute; or

(b) any other matter to which this Paragraph 13 applies.

13.8 Where any Dispute raised by the Supplier is resolved wholly or partially in its favour, the Buyer must return such sums as are specified in any agreement or other document setting out the resolution of the Dispute.

13.9 The Buyer's right to withhold or retain any amount under this Paragraph 13 are in addition to any other rights that the Buyer may have under this Contract or in Law, including any right to claim damages for Losses it suffers arising from the Default.

Annex 1 Security Requirements

1 Location

Location for Relevant Activities

1.1 Unless otherwise agreed with the Buyer, the Supplier must, and ensure that its Sub-contractors, at all times:

(a) undertake the Development Activity;

(b) host the Development Environment; and

(c) store, access or Handle Buyer Data,

(the "**Relevant Activities**") only in the geographic areas permitted by the Buyer in Paragraph 0.

1.2 Where the Buyer has not selected an option concerning location in Paragraph 0, the Supplier may only undertake the Relevant Activities in or from:

(a) the United Kingdom; or

(b) a territory permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).

1.3 The Supplier must, and must ensure its Sub-contractors undertake the Relevant Activities in a facility operated by an entity where:

(a) the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);

(b) that binding agreement includes obligations on the entity in relation to security management at least an onerous as those relating to Sub-contractors in this Schedule 5 (*Security Management*);

(c) the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the binding agreement;

(d) the Supplier has provided the Buyer with such information as the Buyer requires concerning:

(i) the entity;

(ii) the arrangements with the entity; and

(iii) the entity's compliance with the binding agreement; and

(e) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.11.

1.4 Where the Supplier cannot comply with one or more of the requirements of Paragraph 1.3:

(a) it must provide the Buyer with such information as the Buyer requests concerning:

(i) the security controls in places at the relevant location or locations; and

(ii) where certain security controls are not, or only partially, implemented the reasons for this;

(b) the Buyer may grant approval to use that location or those locations, and that approval may include conditions; and

(c) if the Buyer does not grant permission to use that location or those locations, the Supplier must, within such period as the Buyer may specify:

(i) cease to store, access or Handle Buyer Data at that location or those locations;

(ii) sanitise, in accordance with instructions from the Buyer, such equipment within the information and communications technology system used to store, access or Handle Buyer Data at that location, or those locations, as the Buyer may specify.

Support Locations

1.5 The Supplier must ensure that all Support Locations are located only in the geographic areas permitted by the Buyer.

1.6 Where the Buyer has not selected an option concerning location in Paragraph 0, the Supplier may only undertake the Relevant Activities in or from:

(a) the United Kingdom; or

(b) a territory permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).

1.7 the Supplier must, and must ensure its Sub-contractors, operate the Support Locations in a facility operated by an entity where:

(a) the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);

(b) that binding agreement includes obligations on the entity in relation to security management equivalent to those relating to Sub-contractors in this Schedule 5 (*Security Management*);

(c) the Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the binding agreement;

(d) the Supplier has provided the Buyer with such information as the Buyer requires concerning:

(i) the entity;

(ii) the arrangements with the entity; and

(iii) the entity's compliance with the binding agreement; and

(e) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.11.

Third-party Tools

1.8 Before using any Third-party Tool, the Supplier must, and must ensure that its Sub-contractors:

(a) enter into a binding agreement with the provider of the Third-party Tool;

(b) the binding agreement includes obligations on the provider in relation to security management equivalent to those relating to Sub-contractors in this Schedule [x] (Security Management);

(c) take reasonable steps to assure itself that the provider complies with the binding agreement;

(d) perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that Third-party Tool;

(e) the Supplier has provided the Buyer with such information as the Buyer requires concerning:

(i) the provider;

(ii) the arrangements with the provider; and

(iii) the provider's compliance with the binding agreement; and (iv) the due diligence undertaken by the Supplier or Sub-contractor; and

(f) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.11.

1.9 The Supplier must use, and ensure that Sub-contractors use, only those Third-party Tools included in the Register of Sites, Support Locations and Third-party Tools.

1.10 The Supplier must not, and must not allow Sub-contractors to, use:

(c) a Third-party Tool other than for the activity specified for that Third-party Tool in the Register of Sites, Support Locations and Third-party Tools; or

(d) a new Third-party Tool, or replace an existing Third-party Tool, without the permission of the Buyer.

Prohibited Activities

1.11 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not:

(a) undertake or permit to be undertaken some or all of the Relevant Activities or operate Support Locations (a "**Prohibited Activity**").

(i) in any particular country or group of countries;

(ii) in or using facilities operated by any particular entity or group of entities; or

(iii) in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity; or (b) use any specified Third-party Tool,

(a "**Prohibition Notice**").

1.12 Where the Supplier or Sub-contractor, on the date of the Prohibition Notice:

(a) undertakes any Prohibited Activities;

(b) uses any Support Locations;

(c) or employs any Third-party Tool,

affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within 40 Working Days of the date of the Prohibition Notice.

2 Physical Security

2.1 The Supplier must ensure, and must ensure that Sub-contractors ensure, that:

(a) all Sites, locations at which Relevant Activities are performed, or Support Locations (**Secure Locations**) have the necessary physical protective security measures in place to prevent unauthorised access, damage and interference, whether malicious or otherwise, to Buyer Data;

(b) the operator of the Secure Location has prepared a physical security risk assessment and a site security plan for the Secure Location; and

(c) the physical security risk assessment and site security plan for each Secure Location:

(i) considers whether different areas of the Secure Location require different security measures based on the functions of each area; (ii) adopts a layered approach to physical security; (iii) has sections dealing with the following matters:

(A) the permitter of the Secure Location;

(B) the building fabric;

(C) security guarding;

(D) visitor and people management;

(E) server and communications rooms;

(F) protection of sensitive data;

(G) closed circuit television;

(H) automated access and control systems;

(I) intruder detection; and

(J) security control rooms.

2.2 The Supplier must provide the Buyer with the physical security risk assessment and site security plan for any Secure Location within 20 Working Days of a request by the Buyer.

3 Vetting, Training and Staff Access

Vetting before performing or managing Services

3.1 The Supplier must not engage Supplier Personnel, and must ensure that Sub-contractors do not engage Sub-contractor Personnel in:

(a) Development Activity;

(b) any activity that provides access to the Development Environment; or (c) any activity relating to the performance and management of the Services unless:

(d) that individual has passed the security checks listed in Paragraph 3.2; or

(e) the Buyer has given prior written permission for a named individual to perform a specific role.

3.2 For the purposes of Paragraph 3.1, the security checks are:

(a) the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:

(i) the individual's identity;

(ii) the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;

(iii) the individual's previous employment history; and

(iv) that the individual has no Relevant Convictions;

(b) national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or

(c) such other checks for the Supplier Personnel of Sub-contractors as the Buyer may specify.

Exception for certain Sub-contractors

3.3 Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Personnel, it must:

(a) as soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;

(b) provide such information relating to the Sub-contractor, its vetting processes and the roles
the affected Sub-contractor Personnel will perform as the Buyer reasonably requires; and

(c) comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Personnel and the management of the Subcontractor.

Annual training

3.4 The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Personnel, complete and pass security training at least once every calendar year that covers:

(a) General training concerning security and data handling; and

(b) Phishing, including the dangers from ransomware and other malware; and

(c) the Secure by Design Principles.

Staff access

3.5 The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Personnel can access only the Buyer Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.

3.6 The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Personnel no longer require access to the Buyer Data or any part of the Buyer Data, their access to the Buyer Data or that part of the Buyer Data is revoked immediately when their requirement to access Buyer Data ceases.

3.7 Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Personnel's access to the Buyer Data, or part of that Buyer Data specified by the Buyer, as soon as practicable and in any event within 24 hours of the request.

Remote Working

3.8 The Supplier must ensure, and ensure that Sub-contractors ensure, that:

(a) unless in writing by the Authority, Privileged Users do not undertake Remote Working;

(b) where the Authority permits Remote Working by Privileged Users, the Supplier ensures, and ensures that Sub-contractors ensure, that such Remote Working takes place only in accordance with any conditions imposed by the Authority.

3.9 Where the Supplier or a Sub-contractor wishes to permit Supplier Personnel to undertake Remote Working, it must:

(a) prepare and have approved by the Buyer the Remote Working Policy in accordance with this Paragraph;

(b) undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;

(c) ensure that Supplier Personnel undertake Remote Working only in accordance with the Remote Working Policy;

(d) may not permit any Supplier Personnel of the Supplier or any Sub-contractor to undertake Remote Working until the Remote Working Policy is approved by the Buyer.

3.10 The Remote Working Policy must include or make provision for the following matters:

(a) restricting or prohibiting Supplier Personnel from printing documents in any Remote Location;

(b) restricting or prohibiting Supplier Personnel from downloading any Buyer Data to any Enduser Device other than an End User Device that:

(i) is provided by the Supplier or Sub-contractor (as appropriate); and

(ii) complies with the requirements set out in Paragraph 4 (*End-user Devices*);

(c) ensuring that Supplier Personnel comply with the Expected Behaviours (so far as they are applicable);

(d) giving effect to the Security Controls (so far as they are applicable);

(e) for each different category of Supplier Personnel subject to the proposed Remote Working Policy:

(i) the types and volumes of Buyer Data that the Supplier Personnel can Handle in a Remote Location and the Handling that those Supplier Personnel will undertake;

(ii) any identified security risks arising from the proposed Handling in a Remote Location;

(iii) the mitigations, controls and security measures the Supplier or Subcontractor (as applicable) will implement to mitigate the identified risks;

(iv) the residual risk levels following the implementation of those mitigations, controls and measures;

(v) when the Supplier or Sub-contractor (as applicable) will implement the proposed mitigations, controls and measures; and

(vi) the business rules with which the Supplier Personnel must comply; and

(f) how the Supplier or the Subcontractor (as applicable) will:

(i) communicate the Remote Working Policy and business rules to Supplier Personnel; and

(ii) enforce the Remote Working Plan and business rules.

3.11 The Supplier may submit a proposed Remote Working Policy to the Buyer for consideration at any time.

3.12 The Buyer must, within 20 Working Days of the submission of a proposed Remote Working Plan, either:

(a) approve the proposed Remote Working Policy, in which case the Supplier must, and ensure that any applicable Sub-contractor, implements the approved Remote Working Plan in accordance with its terms;

(b) reject the proposed Remote Working Policy, in which case:

(i) the Buyer may set out any changes to the proposed Remote Working Policy the
Buyer requires to make the plan capable of approval; and

(ii) the Supplier may:

(A) revise the proposed Remote Working Plan; and

(B) re-submit the proposed Remote Working Plan to the Buyer for approval under Paragraph 3.11.

4 End-user Devices

4.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Buyer Data or Code is stored or Handled in accordance the following requirements:

(a) the operating system and any applications that store, Handle or have access to Buyer Data or Code must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;

(b) users must authenticate before gaining access;

(c) all Buyer Data and Code must be encrypted using a encryption tool agreed to by the Buyer;

(d) the End-under Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;

(e) the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Buyer Data and Code to ensure the security of that Buyer Data and Code;

(f) the Suppler or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Buyer Data or Code stored on the device and prevent any user or group of users from accessing the device;

(g) all End-user Devices are within the scope of any Relevant Certification.

4.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.

4.3 Where there any conflict between the requirements of this Schedule [◆] (*Security Management*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule take precedence.

5 Secure Architecture

5.1 The Supplier shall design and build the Developed System in a manner consistent with:

(a) the NCSC's guidance on "Security Design Principles for Digital Services";

(b) where the Developed System will Handle bulk data, the NCSC's guidance on "Bulk Data Principles"; and

(c) the NCSC's guidance on "Cloud Security Principles".

5.2 Where any of the documents referred to in Paragraph 5.1 provides for various options, the Supplier must document the option it has chosen to implement and its reasons for doing so.

5.3 Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that the Developed System encrypts Buyer Data:

(a) when the Buyer Data is stored at any time when no operation is being performed on it; and (b)

when the Buyer Data is transmitted.

5.4 The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in Paragraphs 20.2 to 20.5 of the Security Requirements.

6 Secure Software Development by Design

6.1 The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, implement secure development and deployment practices to ensure that:

(a) no Malicious Code is introduced into the Developed System or the Supplier Information Management System; and

(b) the Developed System can continue to function in accordance with the Specification:

(i) in unforeseen circumstances; and

(ii) notwithstanding any attack on the Developed System using common cyberattack techniques, including attacks using those vulnerabilities identified at any time in the OWASP Top Ten.

6.2 To those ends, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

(a) comply with the Secure Development Guidance as if its requirements were terms of this Contract; and

(b) document the steps taken to comply with that guidance.

6.3 In particular, the Supplier must, and ensure that all Sub-contractors engaged in Development Activity:

(a) ensure that all Supplier Staff engaged in Development Activity are:

(i) trained and experienced in secure by design code development;

(ii) provided with regular training in secure software development and deployment;

(b) ensure that all Code:

(i) is subject to a clear, well-organised, logical and documented architecture;

(ii) follows OWASP Secure Coding Practice

(iii) follows recognised secure coding standard, where one is available;

(iv) employs consistent naming conventions;

(v) is coded in a consistent manner and style;

(vi) is clearly and adequately documented to set out the function of each section of code;

(vii) is subject to appropriate levels of review through automated and nonautomated methods both as part of:

(A) any original coding; and (B)

at any time the Code is changed;

(c) ensure that all Development Environments:

(i) protect access credentials and secret keys;

(ii) is logically separate from all other environments, including production systems, operated by the Supplier or Sub-contractor;

(iii) requires multi-factor authentication to access;

(iv) have onward technical controls to protect the Developed System or the Supplier Information Management System in the event a Development Environment is compromised; and

(v) use network architecture controls to constrain access from the Development Environment to the Developed System or the Supplier Information Management System.

6.4 The Supplier must, and must ensure that all Sub contractors engaged in Development Activity, incorporate into the Developed System any security requirements identified:

(a) during any user research concerning the Developed System; or

(b) identified in any business case, or similar document, provided by the Buyer to the Supplier to inform its Development Activity.

7 Code Repository and Deployment Pipeline

The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity:

7.1 when using a cloud-based code repository for the deployment pipeline, use only a cloud-based code repository that has been assessed against the NCSC Cloud Security Principles;

7.2 ensure user access to cope repositories is authenticated using credentials, with passwords or private keys;

7.3 ensure secret credentials are separated from source code.

7.4 run automatic security testing as part of any deployment of the Developed System.

8 Development and Testing Data

The Supplier must, and must ensure that all Sub-contractors engaged in Development Activity, use only anonymised, dummy or synthetic data when using data within the Development Environment for the purposes of development and testing.

9 Code Reviews

9.1 This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.

9.2 The Supplier must:

(a) regularly; or

(b) as required by the Buyer

review the Code in accordance with the requirements of this Paragraph 9 (a "**Code Review**").

9.3 Before conducting any Code Review, the Supplier must agree with the Buyer:

(a) the modules or elements of the Code subject to the Code Review;

(b) the development state at which the Code Review will take place;

(c) any specific security vulnerabilities the Code Review will assess; and

(d) the frequency of any Code Reviews,

(the "**Code Review Plan**").

9.4 For the avoidance of doubt, the Code Review Plan may specify different modules or elements of the Code are reviewed at a different development state, for different security vulnerabilities and at different frequencies.

9.5 The Supplier:

(a) must undertake Code Reviews in accordance with the Code Review Plan; and

(b) may undertake Code Reviews by automated means if this is consistent with the approach specified in the Code review Plan.

9.6 No later than 10 Working Days after each Code Review, the Supplier must provide the Buyer will a full, unedited and unredacted copy of the Code Review Report.

9.7 Where the Code Review identifies any security vulnerabilities, the Supplier must:

(a) remedy these at its own cost and expense;

(b) ensure, so far as reasonably practicable, that the identified security vulnerabilities are not present in any other modules or code elements; and

(c) modify its approach to undertaking the Development Activities to ensure, so far as is practicable, the identified security vulnerabilities will not re-occur; and

(d) provide the Buyer with such information as it requests about the steps the Supplier takes under this Paragraph 9.7.

10 Third-party Software

10.1 The Supplier must not, and must ensure that Sub-contractors do not, use any software to Handle Buyer Data where the licence terms of that software purport to grant the licensor rights to Handle the Buyer Data greater than those rights strictly necessary for the use of the software.

11 Third-party Software Modules

11.1 This Paragraph 11 applies only where the Buyer has assessed that this Contract is a higher-risk agreement

11.2 Where the Supplier or a Sub-contractor incorporates a Third-party Software Module into the Code, the Supplier must:

(a) verify the source and integrity of the Third-party Software Module by cryptographic signing or such other measure that provides the same level of assurance;

(b) perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that Third-party Software Module;

(c) continue to monitor any such Third-party Software Module so as to ensure it promptly becomes aware of any newly-discovered security vulnerabilities;

(d) take appropriate steps to minimise the effect of any such security vulnerability on the Developed System.

11.3 For the purposes of Paragraph 11.2(b), the Supplier must perform due diligence that is proportionate to the significance of the Third-party Software Module within the Code.

11.4 The Supplier must produce and maintain a register of all Third-party Software Modules that form part of the Code (the "**Modules Register**").

11.5 The Modules Register must include, in respect of each Third-party Software Module:

(a) full details of the developer of the module;

(b) the due diligence the Supplier undertook on the Third-party Software Module before deciding to use it;

(c) any recognised security vulnerabilities in the Third-party Software Module; and

(d) how the Supplier will minimise the effect of any such security vulnerability on the Developed System.

11.6 The Supplier must:

(a) review and update the Modules Register:

(i) within 10 Working Days of becoming aware of a security vulnerability in any Thirdparty Software Module; and

(ii) at least once every 6 (six) months;

(b) provide the Buyer with a copy of the Modules Register: (i) whenever it updates the Modules Register; and (ii) otherwise when the Buyer requests.

12 Hardware and software support

12.1 This Paragraph 12 applies only where the Buyer has assessed that this Contract is a higher-risk agreement

12.2 Before using any software as part of the Supplier Information Management System, the Supplier must:

(a) perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that software; and

(b) where there are any recognised security vulnerabilities, either:

(i) remedy vulnerabilities; or

(ii) ensure that the design of the Supplier Information Management System mitigates those vulnerabilities.

12.3 The Supplier must ensure that all software used to provide the Services remains at all times in full security support, including any extended or bespoke security support.

12.4 The Supplier must produce and maintain a register of all software that form the Supplier Information Management System (the "**Support Register**").

12.5 The Support Register must include in respect of each item of software:

(a) any vulnerabilities identified with the software and the steps the Supplier has taken to remedy or mitigate those vulnerabilities;

(i) within ten Working days of becoming aware of any new vulnerability in any item of software;

(b) the date, so far as it is known, that the item will cease to be in mainstream security support; and

(c) the Supplier's plans to upgrade the item before it ceases to be in mainstream security support.

12.6 The Supplier must:

(a) review and update the Support Register:

(i) within 10 Working days of becoming aware of any new vulnerability in any item of software;

(ii) within 10 Working Days of becoming aware of the date on which, or any change to the date on which, any item of software will cease to be in mainstream security report;

(iii) within 10 Working Days of introducing new software, or removing existing software, from the Supplier Information Management System; and

(iv) at least once every 12 months;

(b) provide the Buyer with a copy of the Support Register: (i)

whenever it updates the Support Register; and

(ii) otherwise when the Buyer requests.

12.7 Where any element of the Developed System consists of COTS Software, the Supplier shall ensure:

(a) those elements are always in mainstream or extended security support from the relevant vendor; and

(b) the COTS Software is not more than one version or major release behind the latest version of the software.

12.8 The Supplier shall ensure that all hardware used to provide the Services, whether used by the Supplier or any Sub-contractor is, at all times, remains in mainstream vendor support, that is, that in respect of the hardware, the vendor continues to provide:

(a) regular firmware updates to the hardware; and

(b) a physical repair or replacement service for the hardware.

12.9 The Supplier must ensure that where any software or hardware component of the Supplier Information Management System is no longer required to provide the Services or has reached the end of its life it is removed or disconnected from the Supplier Information Management System.

13 Encryption

13.1 This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.

13.2 Before Handling any Buyer Data, the Supplier must agree with the Buyer the encryption methods that it and any Sub-contractors that Handle Buyer Data will use to comply with this Paragraph 13.

13.3 Where this Paragraph 13 requires Buyer Data to be encrypted, the Supplier must use, and ensure that Subcontractors use, the methods agreed by the Buyer under Paragraph 13.2.

13.4 Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that the Developed System encrypts Buyer Data:

(a) when the Buyer Data is stored at any time when no operation is being performed on it; and (b)

when the buyer Data is transmitted.

13.5 Unless Paragraph 13.6 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Buyer Data is encrypted:

(a) when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and

(b) when transmitted.

13.6 Where the Supplier, or a Sub-contractor, cannot encrypt Buyer Data as required by Paragraph 13.5, the Supplier must:

(a) immediately inform the Buyer of the subset or subsets of Buyer Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

(b) provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;

(c) provide the Buyer with such information relating to the Buyer Data concerned, the reasons why that Buyer Data cannot be encrypted and the proposed protective measures as the Buyer may require.

13.7 The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Buyer Data.

13.8 Where the Buyer and Supplier reach agreement, the Supplier must document:

(a) the subset or subsets of Buyer Data not encrypted and the circumstances in which that will occur;

(b) the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Buyer Data.

13.9 Where the Buyer and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Buyer Data, either party may refer the matter to [be determined by an expert in accordance with the Dispute Resolution Procedure].

14 Backup and recovery of Buyer Data

Backups and recovery of Buyer Data

14.1 The Supplier must backup and recover the Buyer Data in accordance with the Backup and Recovery Plan to ensure the recovery point objective and recovery time objective in Paragraph 14.3(a).

14.2 Any backup system operated by the Supplier or Sub-contractor forms part of the Supplier System or that Sub-contractor's System to which this Schedule [x] (Security Management) and the Security Requirements apply.

Backup and Recovery Plan

14.3 Unless otherwise required by the Buyer, the Backup and Recovery Plan must provide for:

(a) in the case of a full or partial failure of the Supplier System or a Sub-contractor's System:

(i) a recovery time objective of [**insert period**]; and (ii) a recovery point

objective of [**insert period**]; and

(b) a retention period of [**insert period**].

14.4 In doing so, the Backup and Recovery Plan must ensure that in respect of any backup system operated by the Supplier or a Sub-contractor:

(a) the backup location for Buyer Data is sufficiently physically and logically separate from the rest of the Supplier System or a Sub-contractor's System that it is not affected by any Disaster affecting the rest of the Supplier System or a Sub-contractor's System;

(b) there is sufficient storage volume for the amount of Buyer Data to be backed up;

(c) all back-up media for Buyer Data is used in accordance with the manufacturer's usage recommendations;

(d) newer backups of Buyer Data do not overwrite existing backups made during the retention period specified in Paragraph 14.3(a)(ii);

(e) the backup system monitors backups of Buyer Data to:

(i) identifies any backup failure; and

(ii) confirm the integrity of the Buyer Data backed up;

(f) any backup failure is remedied promptly;

(g) the backup system monitors the recovery of Buyer Data to:

(i) identify any recovery failure;

(ii) confirm the integrity of Buyer Data recovered; and

(h) any recovery failure is promptly remedied.

15 Email

15.1 Notwithstanding anything in the specification for the Developed System or this Contract, the Supplier must ensure that where the Developed System will provide an Email Service to the Buyer, the Developed System:

(a) supports transport layer security ("**TLS**") version 1.2, or higher, for sending and receiving emails;

(b) supports TLS Reporting ("**TLS-RPT**"); (c) is capable of

implementing:

(i) domain-based message authentication, reporting and conformance ("**DMARC**");

(ii) sender policy framework ("**SPF**"); and

(iii) domain keys identified mail ("**DKIM**"); and

(d) is capable of complying in all respects with any guidance concerning email security as issued or updated from time to time by:

(i) the UK Government (current version at https://www.gov.uk/guidance/setupgovernment-email-services-securely; or

(ii) the NCSC (current version at https://www.ncsc.gov.uk/collection/emailsecurity-andanti-spoofing).

16 DNS

16.1 Unless otherwise agreed by the Buyer, the Supplier must ensure that the Developed System uses the UK public sector Protective DNS ("**PDNS**") service to resolve internet DNS queries.

17 Malicious Software

17.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.

17.2 The Supplier must ensure that such Anti-virus Software:

(a) prevents the installation of the most common forms of Malicious Software in the Supplier

Information Management System and the Development Environment;

(b) is configured to perform automatic software and definition updates;

(c) provides for all updates to be the Anti-virus Software to be deployed within 10 Working Days of the update's release by the vendor;

(d) performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and

(e) where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.

17.3 If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any [Losses] and to restore the Services to their desired operating efficiency.

17.4 Any Breach of Security caused by Malicious Software where the Breach of Security arose from a failure by the Supplier, or a Sub-contractor, to comply with this Paragraph 17 is a material Default.

18 Vulnerabilities

18.1 Unless the Buyer otherwise agrees, the Supplier must ensure that it or any relevant Sub-contractor applies security patches to any vulnerabilities in the Supplier Information Management System no later than:

(a) seven (7) days after the public release of patches for vulnerabilities classified as "critical";

(b) thirty (30) days after the public release of patches for vulnerabilities classified as "important"; and

(c) sixty (60) days after the public release of patches for vulnerabilities classified as "other".

18.2 The Supplier must:

(a) scan the Supplier Information Management System and the Development Environment at least once every month to identify any unpatched vulnerabilities; and

(b) if the scan identifies any unpatched vulnerabilities ensure they are patched in accordance with Paragraph 18.1.

18.3 For the purposes of this Paragraph 18, the Supplier must implement a method for classifying vulnerabilities to the Supplier Information Management System as “critical”, “important” or “other” that is aligned to recognised vulnerability assessment systems, such as:

(a) the National Vulnerability Database’s vulnerability security ratings; or

(b) Microsoft’s security bulletin severity rating system.

19 Security testing

Responsibility for security testing

19.1 The Supplier is solely responsible for:

(a) the costs of conducting any security testing required by this Paragraph 19; and

(b) the costs of implementing any findings, or remedying any vulnerabilities, identified in that security testing.

Security tests by Supplier

19.2 The Supplier must:

(a) during the testing of the Developed System and before the Developed System goes live;

(b) at least once during each [Contract Year]; and (c) when

required to do so by the Buyer; undertake the following

activities:

(d) conduct security testing of the Supplier Information Management System, insofar as it relates to the Developed System but excluding the Development Environment (an “**IT Health Check**”) in accordance with Paragraph 19.8 to 19.10; and

(e) implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph and 19.11 to 19.20.

19.3 In addition to its obligations under Paragraph 19.2, the Supplier must undertake any tests required by:

(a) any Remediation Action Plan;

(b) the ISO27001 Certification Requirements;

(c) the Security Management Plan; and

(d) the Buyer, following a Breach of Security or a significant change, as assessed by the Buyer, to the components or architecture of the Supplier Information Management System, (each a **Supplier Security Test**).

19.4 The Supplier must:

(a) design and implement the Supplier Security Tests so as to minimise the impact on the delivery of the Services;

(b) agree the date, timing, content and conduct of such Supplier Security Tests in advance with the Buyer.

19.5 Where the Supplier fully complies with Paragraph 19.4, if a Supplier Security Test causes a Performance Failure in a particular Measurement Period, the Supplier shall be entitled to relief in respect of such Performance Failure for that Measurement Period.

19.6 The Buyer may send a representative to witness the conduct of the Supplier Security Tests.

19.7 The Supplier shall provide the Buyer with a full, unedited and unredacted copy of the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable, and in any case within ten Working Days, after completion of each Supplier Security Test

IT Health Checks

19.8 In arranging an IT Health Check, the Supplier must:

(a) use only a CHECK Service Provider to perform the IT Health Check;

(b) ensure that the CHECK Service Provider uses a qualified CHECK Team Leader and CHECK Team Members to perform the IT Health Check;

(c) design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier Information Management System and the delivery of the Services.

(d) promptly provide the Buyer with such technical and other information relating to the Information Management System as the Buyer requests;

(e) include within the scope of the IT Health Check such tests as the Buyer requires; (f)

agree with the Buyer the scope, aim and timing of the IT Health Check.

19.9 The Supplier must commission the IT Health Check in accordance with the scope, aim and timing agreed by the Buyer.

19.10 Following completion of an IT Health Check, the Supplier must provide the Buyer with a full, unedited and unredacted copy of the report relating to the IT Health Check without delay and in any event within 10 Working Days of its receipt by the Supplier.

Remedying vulnerabilities

19.11 In addition to complying with Paragraphs 19.13 to 19.20., the Supplier must remedy:

(a) any vulnerabilities classified as critical in the IT Health Check report within 5 Working Days of becoming aware of the vulnerability and its classification;

(b) any vulnerabilities classified as high in the IT Health Check report within 1 month of becoming aware of the vulnerability and its classification; and

(c) any vulnerabilities classified as medium in the IT Health Check report within 3 months of becoming aware of the vulnerability and its classification.

19.12 The Supplier must notify the Buyer immediately if it does not, or considers it will not be able to, remedy the vulnerabilities classified as critical, high or medium in the IT Health Check report within the time periods specified in Paragraph 19.11.

Significant vulnerabilities

19.13 Where the IT Health Check report identifies more than 10 vulnerabilities classified as either critical or high, the Buyer may, at the Supplier's cost, appoint an independent and appropriately qualified and experienced security architect and adviser to perform a root cause analysis of the identified vulnerabilities.

Responding to Supplier Security Test report

19.14 Where the IT Health Check identifies vulnerabilities in, or makes findings in respect of, the Information Management System, the Supplier must within 20 Working Days of receiving the IT Health Check report, prepare and submit for approval to the Buyer a draft plan addressing the vulnerabilities and findings (the "**Remediation Action Plan**").

19.15 Where the Buyer has commissioned a root cause analysis under Paragraph 19.13, the Supplier shall ensure that the draft Remediation Action Plan addresses that analysis.

19.16 The draft Remediation Action Plan must, in respect of each vulnerability identified or finding made by the IT Health Check report:

(a) how the vulnerability or finding will be remedied;

(b) the date by which the vulnerability or finding will be remedied; and

(c) the tests that the Supplier proposes to perform to confirm that the vulnerability has been remedied or the finding addressed.

19.17 The Supplier shall promptly provide the Buyer with such technical and other information relating to the Supplier Information Management System, the IT Health Check report or the draft Remediation Action Plan as the Buyer requests.

19.18 The Buyer may:

(a) reject the draft Remediation Action Plan where it considers that the draft Remediation Action Plan is inadequate, providing its reasons for doing so, in which case:

(i) the Supplier shall within 10 Working Days of the date on which the Buyer rejected

the draft Remediation Action Plan submit a revised draft Remediation Action Plan that takes into account the Buyer's reasons; and

(ii) Paragraph 19.16 to 19.18 shall apply, with appropriate modifications, to the revised draft Remediation Action Plan;

(b) accept the draft Remediation Action Plan, in which case the Supplier must immediately start work on implementing the Remediation Action Plan in accordance with Paragraph 19.19 and 19.20.

Implementing an approved Remediation Action Plan

19.19 In implementing the Remediation Action plan, the Supplier must conduct such further tests on the Supplier Information Management System as are required by the Remediation Action Plan to confirm that the Remediation Action Plan has fully and correctly implemented.

19.20 If any such testing identifies a new risk, new threat, vulnerability or exploitation technique with the potential to affect the security of the Supplier Information Management System, the Supplier shall within [2] Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique:

(a) provide the Buyer with a full, unedited and unredacted copy of the test report;

(b) implement interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available;

(c) as far as practicable, remove or disable any extraneous interfaces, services or capabilities not needed for the provision of the Services within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.

Significant vulnerabilities 19.21 Where:

(a) a Security Test report identifies more than 10 vulnerabilities classified as either critical or high; or

(b) the Buyer rejected a revised draft Remediation Action Plan, the Buyer may, at the

Supplier's cost, either:

(c) appoint an independent and appropriately qualified and experienced security architect and adviser to perform a root cause analysis of the identified vulnerabilities; or

(d) give notice to the Supplier requiring the appointment as soon as reasonably practicable, and in any event within ten Working Days, of an Independent Security Adviser.

20 Access Control

20.1 This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk agreement.

20.2 The Supplier must, and must ensure that all Sub-contractors:

(a) identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;

(b) require multi-factor authentication for all user accounts that have access to Buyer Data or that are Privileged Users;

(c) allow access only to those parts of the Supplier Information Management System and Sites that those persons require;

(d) maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records available to the Buyer on request.

20.3 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

(a) are allocated to a single, individual user;

(b) are accessible only from dedicated End-user Devices;

(c) are configured so that those accounts can only be used for system administration tasks;

(d) require passwords with high complexity that are changed regularly;

(e) automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive; and

(f) in the case of a higher-risk agreement are:

(i) restricted to a single role or small number of roles;

(ii) time limited; and

(iii) restrict the Privileged User's access to the internet.

20.4 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that it logs all activity of the Privileged Users while those users access those accounts and keeps the activity logs for 20 Working Days before deletion.

20.5 The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different high-complexity passwords for their different accounts on the Supplier Information Management System.

20.6 The Supplier must ensure that the Developed System is developed and configured so as to provide for the matters set out in Paragraphs 20.2 to 20.5.

20.7 The Supplier must, and must ensure that all Sub-contractors:

(a) configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and

(b) change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

21 Event logging and protective monitoring

Protective Monitoring System

21.1 The Supplier must, and must ensure that Sub-contractors, implement an effective system of monitoring and reports analysing access to and use of the Supplier Information Management System, the Development Environment, the Buyer Data and the Code to:

(a) identify and prevent potential Breaches of Security;

(b) respond effectively and in a timely manner to Breaches of Security that do occur;

(c) identify and implement changes to the Supplier Information Management System to prevent future Breaches of Security; and

(d) help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier Information Management System or the Developed System

(the "**Protective Monitoring System**").

21.2 The Protective Monitoring System must provide for:

(a) event logs and audit records of access to the Supplier Information Management system; and

(b) regular reports and alerts to identify:

(i) changing access trends;

(ii) unusual usage patterns; or

(iii) the access of greater than usual volumes of Buyer Data;

(c) the detection and prevention of any attack on the Supplier Information Management System or the Development Environment using common cyber-attack techniques; (d)

any other matters required by the Security Management Plan.

Event logs

21.3 The Supplier must ensure that, unless the Buyer otherwise agrees, any event logs do not log: (a)

personal data, other than identifiers relating to users; or

(b) sensitive data, such as credentials or security keys.

Provision of information to Buyer

21.4 The Supplier must provide the Buyer on request with:

(a) full details of the Protective Monitoring System it has implemented; and

(b) copies of monitoring logs and reports prepared as part of the Protective Monitoring System.

Changes to Protective Monitoring System

21.5 The Buyer may at any time require the Supplier to update the Protective Monitoring System to:

(a) respond to a specific threat identified by the Buyer;

(b) implement additional audit and monitoring requirements; and

(c) stream any specified event logs to the Buyer's security information and event management system.

22 Audit rights

Right of audit

22.1 The Buyer may undertake an audit of the Supplier or any Sub-contractor to:

(a) verify the Supplier's or Sub-contractor's (as applicable) compliance with the requirements of this Schedule [◆] (*Security Management*) and the Data Protection Laws as they apply to Buyer Data;

(b) inspect the Supplier Information Management System (or any part of it); (c)

review the integrity, confidentiality and security of the Buyer Data; and/or

(d) review the integrity and security of the Code.

22.2 Any audit undertaken under this Paragraph 22:

(a) may only take place during the Term and for a period of 18 months afterwards; and

(b) is in addition to any other rights of audit the Buyer has under this Contract.

22.3 The Buyer may not undertake more than one audit under Paragraph 22.1 in each calendar year unless the Buyer has reasonable grounds for believing:

(a) the Supplier or any Sub-contractor has not complied with its obligations under this Contract or the Data Protection Laws as they apply to the Buyer Data;

(b) there has been or is likely to be a Security Breach affecting the Buyer Data or the Code; or

(c) where vulnerabilities, or potential vulnerabilities, in the Code have been identified

by: (i) an IT Health Check; or

(ii) a Breach of Security.

Conduct of audits

22.4 The Buyer must use reasonable endeavours to provide 15 Working Days' notice of an audit.

22.5 The Buyer must when conducting an audit:

(a) comply with all relevant policies and guidelines of the Supplier or Sub-contractor (as applicable) concerning access to the Suppler Information Management System the Buyer considers reasonable having regard to the purpose of the audit; and

(b) use reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt the Supplier or Sub-contractor (as applicable) or delay the provision of the Services.

22.6 The Supplier must, and must ensure that Sub-contractors, on demand provide the Buyer with all cooperation and assistance the Buyer may reasonably require, including:

(a) all information requested by the Buyer within the scope of the audit;

(b) access to the Supplier Information Management System; and

(c) access to the Supplier Staff.

Response to audit findings

22.7 Where an audit finds that:

(a) the Supplier or a Sub-contractor has not complied with this Contract or the Data Protection Laws as they apply to the Buyer Data; or

(b) there has been or is likely to be a Security Breach affecting the Buyer Data

the Buyer may require the Supplier to remedy those defaults at its own cost and expense and within the time reasonably specified by the Buyer.

22.8 The exercise by the Buyer of any rights it may have under this Paragraph 3 does not affect the exercise by it of any other or equivalent rights it may have under this Contract in respect of the audit findings.

23 Breach of Security

Reporting Breach of Security

23.1 If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within [24] hours.

Immediate steps

23.2 The Supplier must, upon becoming aware of a Breach of Security immediately take those steps identified in the Security Management Plan and all other steps reasonably necessary to:

(a) minimise the extent of actual or potential harm caused by such Breach of Security;

(b) remedy such Breach of Security to the extent possible;

(c) apply a tested mitigation against any such Breach of Security; and

(d) prevent a further Breach of Security in the future which exploits the same root cause failure;

Subsequent action

23.3 As soon as reasonably practicable and, in any event, within 5 Working Days, or such other period agreed with the Buyer, following the Breach of Security, provide to the Buyer: (a) full details of the Breach of Security; and

(b) if required by the Buyer:

(i) a root cause analysis; and

(ii) a draft plan addressing the Breach of Security,

(the "**Breach Action Plan**").

23.4 The draft Breach Action Plan must, in respect of each issue identified in the root cause analysis:

(a) in respect of each issue identified in the root cause analysis:

(i) how the issue will be remedied;

(ii) the date by which the issue will be remedied; and

(iii) the tests that the Supplier proposes to perform to confirm that the issue has been remedied or the finding addressed;

(b) the assistance the Supplier will provide to the Buyer to resolve any impacts on the Buyer, the Buyer Data and the Code;

(c) the Supplier's communication and engagement activities in respect of the Breach of Security, including any communication or engagement with individuals affected by any Breach of Security that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

(d) the infrastructure, services and systems (including any contact centre facilities) the Supplier will establish to undertake the remediation, communication and engagement activities.

23.5 The Supplier shall promptly provide the Buyer with such technical and other information relating to the draft Breach Action Plan as the Buyer requests.

23.6 The Buyer may:

(a) reject the draft Breach Action Plan where it considers that the draft Breach Action Plan is inadequate, providing its reasons for doing so, in which case:

(i) the Supplier shall within 10 Working Days of the date on which the Buyer rejected the draft Breach Action Plan submit a revised draft Breach Action Plan that takes into account the Buyer's reasons; and

(ii) Paragraph 23.5 and 23.6 shall apply to the revised draft Breach Action Plan;

(b) accept the draft Breach Action Plan, in which case the Supplier must immediately start work on implementing the Breach Action Plan.

23.7 When implementing the Breach Action Plan, the Supplier must:

(a) establish infrastructure, services and systems referred to in the Breach Action Plan;

(b) communicate and engage with affected individuals in accordance with the Breach Action Plan;

(c) communicate and engage with the Buyer and stakeholders identified by the Buyer in accordance with the Breach Plan and as otherwise required by the Buyer; and

(d) engage and deploy such additional resources as may be required to perform its responsibilities under the Breach Plan and this Contract in respect of the Personal Data Breach without any impact on the provision of the Services;

(e) continue to implement the Breach Action Plan until the Buyer indicates that the Breach of Security and the impacts on the Buyer, the Buyer Data, the Code and the affected individuals have been resolved to the Buyer's satisfaction.

23.8 The obligation to provide and implement a Breach Action Plan under Paragraphs 23.3 to 23.7 continues notwithstanding the expiry or termination of this Contract.

Costs of preparing and implementing a Breach Action Plan

23.9 The Supplier is solely responsible for its costs in preparing and implementing a Breach Action Plan.

Reporting of Breach of Security to regulator

23.10 Where the Law requires the Supplier report a Breach of Security to the appropriate regulator, the Supplier must:

(a) make that report within the time limits:

(i) specified by the relevant regulator; or

(ii) otherwise required by Law;

(b) to the extent that the relevant regulator or the Law permits, provide the Buyer with a full, unredacted and unedited copy of that report at the same time it is sent to the relevant regulator.

23.11 Where the Law requires the Buyer to report a Breach of Security to the appropriate regulator, the Supplier must:

(a) provide such information and other input as the Buyer requires within the timescales specified by the Buyer;

(b) ensure so far as practicable the report it sends to the relevant regulator is consistent with the report provided by the Buyer.

24 Return and Deletion of Buyer Data

24.1 The Supplier must create and maintain a register of:

(a) all Buyer Data the Supplier, or any Sub-contractor, receives from or creates for the Buyer; and

(b) those parts of the Supplier Information Management System, including those parts of the Supplier Information Management System that are operated or controlled by any Subcontractor, on which the Buyer Data is stored,

(the "**Buyer Data Register**").

24.2 The Supplier must:

(a) review and update the Buyer Data Register:

(i) within 10 Working Days of the Supplier or any Sub-contractor changes those parts of the Supplier Information Management System on which the Buyer Data is stored;

(ii) within 10 Working Days of a significant change in the volume, nature or overall sensitivity of the Buyer Data stored on the Supplier Information Management System;

(iii) at least once every 12 (twelve) months; and (b) provide the Buyer with a

copy of the Buyer Data Register: (i) whenever it updates the Buyer Data Register;

and

(ii) otherwise when the Buyer requests.

24.3 Subject to Paragraph 24.4, the Supplier must, and must ensure that all Sub-contractors, securely erase any or all Buyer Data held by the Supplier or Sub-contractor, including any or all Code:

(a) when requested to do so by the Buyer; and

(b) using a deletion method agreed with the Buyer that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted.

24.4 Paragraph 24.4 does not apply to Buyer Data:

(a) that is Personal Data in respect of which the Supplier is a Controller;

(b) to which the Supplier has rights to Handle independently from this Contract; or

(c) in respect of which, the Supplier is under an obligation imposed by Law to retain.

24.5 The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Buyer Data held by the Supplier or Sub-contractor, including any or all Code: (a) when requested to do so by the Buyer; and

(b) using the method specified by the Buyer.

Annex 2 Security Management Plan Template

[**Insert EITHER Security Management Plan template OR link to Guidance including Security Management Plan template]**

Annex 3 Sub-contractor Security Requirements

The table below sets out the Security Requirements that do **not** apply to particular categories of Subcontractors.

	Higher-risk Sub-contractors	Medium-risk Sub-contractors	Sub-contractors
Security Requirements that do not apply			

Annex 4 Secure by Design Questionnaire

To be used only where the Buyer has selected the relevant option in Paragraph]

Secure by Design Principle	Requirements	How the Supplier will meet the requirement
Principle 1 Create responsibility for cyber security risk Assign a designated risk owner to be accountable for managing cyber security risks for the service within the contract. This must be a senior stakeholder with the experience, knowledge and authority to lead on security activities.	The Supplier designates a senior individual within their organisation who has overall accountability for ensuring the Secure by Design are met as part of the overall security requirements stated within the contract.	
	The Supplier designates a senior individual within the supplier delivery team - who will be reporting to the SRO, service owner or equivalent - with overall responsibility for the management of cyber security risks of digital services and technical infrastructure during their delivery.	
	The Supplier provides adequate and appropriately qualified resources to support the Buyer with following the government Secure by Design Approach as part of service delivery. These resources must be reviewed at the beginning of each of the delivery phases during the delivery lifecycle of the service as agreed with the Buyer.	
Principle 2	The Supplier carries out proportionate (risk-driven) security reviews of thirdparty products before they are considered as a component of the digital service. The type and details of the review should be based on the significance	

[

Secure by Design Principle	Requirements	How the Supplier will meet the requirement
Source secure technology products Where third-party products are used, perform security due diligence by continually assessing platforms, software and code for security vulnerabilities. Mitigate risks and share findings with suppliers to help them improve product security.	associated with the product and are subject to agreement with the Buyer.	
	The Supplier takes reasonable steps to reduce potential cyber security risks associated with using a third-party product as part of the service to a level that meets the Buyer's security risk appetite for the service. Where the risk cannot be mitigated to such level, the Buyer should be informed and asked to accept the risk associated with using the product.	
	The Supplier takes reasonable steps to assess third-party products used as a component of the digital service against legal and regulatory obligations and industry security standards specified by the Buyer. Where the product doesn't meet the required obligations, the Supplier must discuss with the Buyer the residual risks associated with using the product.	

Principle 3 Adopt a risk-driven approach Establish the project's risk appetite and maintain an assessment of cyber security risks to build protections appropriate to the evolving threat landscape.	As provided by the Buyer, the Supplier should share the risk appetite across the supplier's delivery team from the outset.	
	The Supplier supports the Buyer with identifying the cyber threats and attack paths as part of ongoing threat modelling during digital service delivery.	
	The Supplier supports the Buyer with assessing cyber security risks and providing risk analysis details to help risk	
	owners make informed risk decisions. During the assessment, risks to the digital service are identified, analysed, prioritised, and appropriate mitigation is	

Secure by Design Principle	**Requirements**	**How the Supplier will meet the requirement**
	proposed taking into account the risk appetite during the lifecycle of the service.	
	The Supplier produces an output from the risk management process containing a clear set of security requirements that will reduce the risks in line with the agreed risk appetite and cyber security risk management approach.	
	The Supplier factors in the legal and regulatory requirements provided by the Buyer in the risk management process and service design and build.	

Principle 4 Design usable security controls Perform regular user research and implement findings into service design to make sure security processes are fit for purpose and easy to understand.	The Supplier ensures that security requirements that are defined and documented as part of user research activities (for example user stories and user journeys) are fed into the design of the digital service.	
	The Supplier ensures that business objectives informing security requirements listed in the business case for the digital service are taken into consideration when designing security controls.	
Principle 5 Build in detect and respond security Design for the inevitability of security vulnerabilities and incidents. Integrate appropriate security logging, monitoring,	The Supplier responsible for building the digital service ensures that proportionate security logging, monitoring and alerting mechanisms able to discover cyber security events and vulnerabilities documented in the threat and risk assessment are designed into the service.	
	The Supplier responsible for building the digital service integrates incident response and recovery capabilities that are in line with the requirements and timescales	

Secure by Design Principle	**Requirements**	**How the Supplier will meet the requirement**
alerting and response capabilities. These must be continually tested and iterated.	documented in the service resilience or similar documentation.	
	The Supplier responsible for building the digital service regularly tests digital services and infrastructure to identify and fix weaknesses within systems.	

Principle 6 Design flexible architectures Implement digital services and update legacy components to allow for easier integration of new security controls in response to changes in business requirements, cyber threats and vulnerabilities.	As agreed with the Buyer, the Supplier responsible for building the digital service uses flexible architectures and components that allow integration of new security measures in response to changes in business requirements, cyber threats and vulnerabilities.	
	The Supplier responsible for building the digital service tests security controls and verifying they are fit for purpose before deployment.	
Principle 7 Minimise the attack surface Use only the capabilities, software, data and hardware components necessary for a service to mitigate cyber security risks while achieving its intended use.	The Supplier responsible for building the digital service implements risk-driven security controls which meet the risk appetite and appropriate baseline as agreed with the Buyer.	
	The Supplier responsible for building the digital service follows secure coding practices and, with consultation with the Buyer's delivery team, identifies and mitigates vulnerabilities proactively reducing the number of vulnerabilities that potential attackers can exploit.	
	The Supplier retires service components (including data) securely when they are no longer needed, or at the end of their lifecycle.	

Secure by Design Principle	**Requirements**	**How the Supplier will meet the requirement**

Principle 8 Defend in depth Create layered controls across a service so it's harder for attackers to fully compromise the system if a single control fails or is overcome.	The Supplier responsible for building the digital service adopts a defence in depth approach when designing the security architecture for the digital service.	
	The Supplier responsible for building the digital service implements security measures to incorporate segmentation.	
	The Supplier responsible for building the digital service implements mechanisms to keep the impact of potential security incidents contained.	
	The Supplier responsible for building the digital service tests security controls and verifying they are fit for purpose before deployment.	
Principle 9 Embed continuous assurance Implement continuous security assurance processes to create confidence in the effectiveness of security controls, both at the point of delivery and throughout the operational life of the service.	The Supplier responsible for building the digital service reassess controls during build to ensure they operate effectively and that no known vulnerabilities exist.	
	The Supplier responsible for building the digital service reassesses security controls against changes in the service or threat landscape during the build phase.	
	The Supplier responsible for building the digital service reports on how the delivery team follows the Secure by Design Approach and adheres to the Secure by Design principles by contributing to the maintenance of the Secure by Design Self Assessment Tracker.	

Principle 10	The Supplier responsible for building the digital service works with the Buyer to assess the security impact of	
Secure by Design Principle	**Requirements**	**How the Supplier will meet the requirement**
Make changes securely Embed security into the design, development and deployment processes to ensure that the security impact of changes is considered alongside other factors.	changes before these are made to digital services and infrastructure.	
	The Supplier responsible for building the digital service records any residual unmitigated risks to the cyber security risk register and shares this with the accountable individuals and security function responsible for incorporating these into the organisation's risk registers.	